

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-00-10532		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY Carried/Courier Address)		CODE (Hand		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		6. REQUISITION/PURCHASE NUMBER PR-HQ-00-10532	
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004				Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>03:30 PM</u> local time <u>06/08/2000</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MARGIE A. WEATHERS		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		C. E-MAIL ADDRESS NUMBER 564-4443 EXT.	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
						__ CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER						
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
(Signature of Contracting Officer)							

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

**B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 187,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) DEVIATION

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the estimated cost and fee when a work

plan is not required, (4) the period of performance and schedule of deliverables, and (5) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

(d) The Government will determine the need for work plans based on individual work assignment requirements. When a work plan is required, either a full or a partial work plan shall be ordered. Each work assignment will specify whether or not a work plan is required. When a full work plan is required, the Contractor shall submit a detailed technical and staffing plan and a detailed cost estimate. When a partial work plan is required, the Contracting Officer shall specify the level of detail required.

(e) When either a full or a partial work plan is required, the Contractor shall submit one (1) copy(ies) of a work plan to the Contracting Officer and one (1) copy(ies) to the Contracting Officer within fifteen (15) calendar days after receipt of a work assignment,.

Within thirty (30) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within forty-five (45) calendar days after its submission, the Contractor shall stop work on that work assignment unless otherwise authorized by the Contracting Officer. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(f) When a work plan is not required and the Contractor considers the estimated labor hours or estimated cost to be unreasonable, he/she shall promptly notify the Contracting Officer within five (5) calendar days after receipt of the work assignment stating why the estimated labor hours or estimated cost and fee is considered unreasonable.

(g) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(h) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(i) Within 20 days of receipt of the work assignment or similar tasking

document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.3 WORK ASSIGNMENT CONFLICT OF INTEREST CERTIFICATE

At the time the Contractor acknowledges receipt of the Work Assignment or within twenty (20) calendar days of receipt of a work assignment, the Contractor shall provide the Contracting Officer with a conflict of interest certification. Where work assignments are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work relating to this site.

B.4 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

B.5 TECHNICAL DIRECTION DOCUMENT

1. When warranted by an emergency, a Technical Direction Document (TDD) may be issued verbally under a work assignment issued pursuant to this contract. This verbal authorization may be made by the EPA On-Scene Coordinator (OSC), PO, DPO, or CO. The Contractor shall begin work immediately upon receipt of a verbally-issued TDD. Overtime required during an emergency action will be authorized by the OSC. A written TDD must then be issued within five (5) calendar days by the PO or DPO. The TDD shall indicate the date on which the TDD was verbally issued.

2. If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the prior TDD and the effort being revised.
3. The Contractor shall acknowledge receipt of each TDD by returning a signed copy of the TDD to the issuing official within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a TDD. The contractor may acknowledge receipt electronically through an EPA authorized electronic signature system in place of providing a signed hard copy of the TDD.
4. For any TDD requiring preparation by the Contractor of a project work plan, the TDD will outline the details for the submission of the project work plan (i.e., submission date, approval date). When required, project work plans should be submitted to the Project Officer.
5. Each TDD will include the following:
 1. Numerical designation of the TDD
 2. Cost center
 3. The estimate of required labor hours
 4. Estimated TDD dollar amount
 5. Source of funds (i.e.m CERCLA, OPA, CEPP, other)
 6. EPA Site Identification Number, 2 digit EPA SS ID and 9 digit CERCLIS # (if applicable)
 7. Site name, city, county, and state
 8. Overtime approved (see above for required authorization)
 9. Period of performance
 10. Reference information
 11. Descriptive title to tasks
 12. Specific tasks, including the anticipated end product(s)
 13. Interim deadlines, including completion dates for each specific effort
 14. Desired report format
 15. Comments
 16. Signatures and dates
 17. Descriptor (for Contractor use)
 18. Distribution (The CO shall be included on the distribution of all TDDs issued under-this contract)
 19. Priority
 20. Reference of Statement of Work
 21. Conflict of Interest Search
 22. Schedule of deliverables
7. Upon completion of all tasks within a given TDD, the Contractor shall submit a final Acknowledgment of Completion (AOC) from to the PO/DPO for approval. A copy of the AOC shall also be submitted to the Contracting Officer. AOCs shall include the following information:

- a. Cost Center
 - b. AOC Number
 - c. Response Type (e.g., pre-remedial, etc.)
 - d. Original Authorized Budgets
 - e. Actual Total Budgets
 - f. PO/DPO Action
 - g. Comments
 - h. Signatures and Dates
 - i. Distribution
8. TDDs shall not allow for any change to the terms or conditions of the contract. Where any language in the TDD may suggest a change to the terms or conditions, the Contractor shall immediately notify the Project Officer and Contracting Officer.

B.6 TECHNICAL DIRECTION DOCUMENT CONFLICT OF INTEREST NOTIFICATION

Within 20 days of receipt of the technical direction document (TDD), the Contractor shall provide the Contracting Officer with a conflict of interest certification. Where TDDs are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TDD issued for that site. For all subsequent work on the site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the TDD. In the COI certification, the Contractor must certify, to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TDD or relating to this TDD, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TDD or other work relating to this site.

B.7 AWARD FEE (EPAAR 1552.216-70) (SEP 1995) (DEVIATION)

(a) The Government shall pay the contractor a base fee, if any, and such additional fee as may be earned, as provided in the award fee plan incorporated into the Schedule.

(b) Award fee determinations made by the Government under this contract

are unilaterally determined by the Fee Determination Official (FDO). The amount of award fee to be paid is determined by the Government's judgmental evaluation of the contractor's performance in terms of the criteria stated in the contract. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

(c) The Government may unilaterally change the award fee plan at any time, via contract modification, at least thirty (30) calendar days prior to the beginning of the applicable evaluation period. Changes issued in a unilateral modification are not subject to equitable adjustments, consideration, or any other renegotiation of the contract.

B.8 ESTIMATED COST, BASE FEE AND AWARD FEE (EP 52.216-200) (APR 1984)

(a) The estimated cost of this contract is _____.

(b) The base fee is _____.

(c) The award fee pool available for award for this contract is _____.

(d) This contract will be modified to reflect the award fee awarded as award fee determinations are made.

B.9 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

(To be completed at contract award)

Base Period	<u>Other Direct Cost Items</u>	<u>Maximum Amounts</u>
	Travel	
	Field Subcontracts	
	Analytical Services *	
	Miscellaneous ODCs **	

* Subcontract analytical cost

** Miscellaneous ODCs consist of mail/courier expenses, telephone/fax usage, photocopying, computer and word processing usages.

B.10 LIMITATION OF FUNDS--COST-PLUS-AWARD-FEE CONTRACT (EP 52.232-110) (APR 1984)

(a) Pursuant to the clause in this contract entitled "Limitation of Funds," funds have been allotted for the payment of allowable costs and fees estimated to be incurred for the contract period ending approximately _____.

Funding is allocated in accordance with the following schedule:

Estimated Costs _____
Base Fee _____
Award Fee Pool _____

TOTAL FUNDS _____

(b) The provisions of the clause entitled "Limitation of Funds" shall become inapplicable at such time as an amount equal to the sum of the total estimated cost, base fee, award fee pool available for award, and award fee awarded, set forth in the schedule of this contract, is allotted to this contract and the clause entitled "Limitation of Cost" shall be applicable.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to

outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included as Attachment 1.

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer or Technical Direction Documents issued by his/her designee.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address

to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with

written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND PACKAGING INSTRUCTIONS

Preservation, packing, and packaging for shipment shall be in accordance with commercial practice and shall be adequate for acceptance by common carrier and safe transportation at the most economical rates. Special packaging and marking, if applicable shall be designated in individual Work Assignments or Technical Direction Documents.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- (b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.
- (c) Inspection and acceptance will be performed as specified in Work Assignments or Technical Direction Documents.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports in accordance with ATTACHMENT 2, REPORTS OF WORK FOR START 2. Reports requested in work assignments and task orders shall not replace reporting requirements contained in Attachment 2.

F.3 WORKING FILES (EPAAR 1552.210-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish two (2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a

schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

F.5 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report:

(a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from Contract Award through 60 months exclusive of all required reports.

F.7 QUALITY ASSURANCE (QA) PROJECT PLAN DOCUMENTATION (EPAAR 1552.246-72) (APR 1984)

(a) The Contractor shall submit to the Project Officer five (5) copies of a Draft Project Plan for Quality Assurance within thirty (30) days after the effective date of the contract.

(b) The Government will review and return the Draft Project Plan indicating approval or disapproval, and comments, if necessary, within sixty (60) calendar days. In the event the Government delays review and return of the Draft Project Plan beyond the period specified, the Contractor shall immediately notify the Contracting Officer in writing. The Contractor shall deliver the Final Project Plan within one hundred and twenty (120) days after the effective date of the contract.

(c) The Contracting Officer will incorporate the approved Quality Assurance Project Plan into the contract. The QAPP shall be prepared in accordance with the requirements in the SOW.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement will be incorporated as Attachment 4 to the contract.

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

[SUBCONTRACTING REPORTS CIN]

1 copy	Mr. Norman White U.S. EPA
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Contracts Management Division
26 West Martin Luther King Drive
Cincinnati, OH 45268-7001

[SUBCONTRACTING REPORTS RTP]

1 copy Mr. Jerry Dodson
 U.S. EPA
 Contracts Management Division, (MD-33)
 Research Triangle Park, NC 27711[SE]

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block ____ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule

identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency

Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which

they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.8 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of

non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 6 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a "3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 564-4984.

G.9 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts,"

clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.10 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the

G.11 GOVERNMENT PROPERTY (EP 52.245-100) (APR 1998) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause. See Region VIII Equipment List, Attachment 7 to this RFP. Offerors are advised that the government furnished property is aging and replacement must be based on state of the art at time of requirement.

(d) The "EPA Contract Property Administration Requirements," provided below, apply to this contract.

**U.S. Environmental Protection Agency
PROPERTY ADMINISTRATION REQUIREMENTS (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and Part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO.

Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

- a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum the request shall contain the following elements:
 - 1. Contract number for which the facilities are required.
 - 2. An item(s) description, quantity and estimated cost.
 - 3. Certification that no like contractor facilities exist which could be utilized.

4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or EPA's class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided, by the contractor, to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

- a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.
- b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official

Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

- c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.
- f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The Contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See Section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

- a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.

- c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.
- f. Distribution shall be as follows:
 - Original to: EPA CO
 - 1 copy: DCMC PA
- g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

- a. Identification of Excess Property. The disposition process begins with the **contractor** identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO, in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

- b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426 - 1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"NOTE TO PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.
- c. Disposition Instructions.
1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.
 2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.
 3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.
 4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.
 5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor

will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number
- Description
- Manufacturer
- Model
- Serial Number
- Acquisition Date
- Date received
- Acquisition Cost *
- Acquisition Document Number
- Location
- Contract Number
- Account Number (if supplied)
- Superfund (Yes/No)
- Inventory Performance Date
- Disposition Date

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CROSSOVER

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment or similar tasking document (as determined by the Contracting Officer), or when the maximum amount of effort under this contract has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept work assignments or similar tasking documents to perform services within any of the other nine (9) EPA Regions, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in this contract. If services to be performed in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Contracting Officer at the time of the placement of the work assignment or other tasking document.

H.2 IDENTIFICATION OF CONTRACTOR PERSONNEL

Contractor personnel shall wear a badge identifying themselves as contractor personnel as well as verbally identifying themselves as such during the performance of all contract activities.

H.3 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the

final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not

exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.4 REHABILITATION ACT NOTICE

EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C., Section 791 to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons to disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. Section 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instances shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge

and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) (MAR 1997) DEVIATION

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing EPA contract.

(c) The following applies to Site Assessment Team (SAT) work (i.e., site assessment and listing support services) at sites under this contract where only SAT work is performed: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the WA or similar tasking document and for a period of three (3) years after the completion of the WA or similar tasking document, agrees not to enter into a contract with or to represent any other party, other than EPA, with respect to (1) any work relating to CERCLA activities which pertain to a site where the contractor previously performed work for EPA under this contract, or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, and for a period of five (5) years after the completion of this contract, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide to EPA cleanup services (e.g., Emergency and Rapid Response Services (ERRS)) within the Contractor's Superfund Technical Assessment and Response Team (START) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant. The term ERRS refers to current Emergency and Rapid Response Service (ERRS) contracts, Emergency Response Cleanup Service (ERCS) contracts, or any Time Critical and Rapid Response (TCRR) contracts.

(2) Unless an individual design for the site has been prepared by a third party, it will not provide to EPA as a prime contractor, subcontractor or consultant any remedial construction services at a site where it has performed or plans to perform START work. This clause will not preclude START contractors from performing construction management services under other EPA contracts.

(3) It will be ineligible for award of ERRS type activities contracts for sites within its respective START assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting

Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) The contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause including this paragraph (g), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(h) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(i) A review process available to a Contractor where an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer for a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.7 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the Contractor who will forward them to the Contracting Officer. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All

EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also address whether:

(a) The work to be performed involve matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?

(b) The work involve searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?

(c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the company as a subcontractor and by the prime contractor.

2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).

(a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.

(b) If the site is known by several different names, list each of those names.

3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?

4. What is the estimated dollar amount and period of performance of this future contracting effort?

5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

H.8 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal

conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed(include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.9 BASE FEE AND AWARD FEE PROPOSAL (EPAAR 1552.216-75) (FEB 1999)

For the purposes of this solicitation, offerors shall propose a combination of base fee and award fee. Base fee shall not exceed % of the estimated cost, excluding fee, and the award fee shall not be less than % of the total estimated cost, excluding fee. The combined percentage of base and award fee shall not exceed % of the total estimated cost, excluding fee.

* To be completed at contract award.

H.10 OPTION FOR INCREASED QUANTITY--COST-PLUS-AWARD-FEE CONTRACT (EPAAR 1552.217-74) (JUN 1997) DEVIATION

(a) By issuing a contract modification, the Government may increase the level of effort during the period of performance of the contract by 200,000 hours as set forth below.

The Government may issue a maximum of twenty (20) orders to increase the level of effort in multiples of 10,000 hours during the period of performance of the contract set forth in Clause F.6.

(b) The estimated cost and award fee for an individual option of 10,000 hours during Years 1-5 of the contract is as follows:

(Only Estimated Cost to be completed)

Period	Order	Estimated Cost	Base Fee	Award Fee	Total CPAF
Year 1	10,000	_____	_____	_____	_____
Year 2	10,000	_____	_____	_____	_____
Year 3	10,000	_____	_____	_____	_____
Year 4	10,000	_____	_____	_____	_____
Year 5	10,000	_____	_____	_____	_____

Year 1 is contract award date + 12 months

Year 2 is contract award date + 24 months

Year 3 is contract award date + 36 months

Year 4 is contract award date + 48 months

Year 5 is contract award date + 60 months

(c) If these orders are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost, Base Fee and Award Fee" clause will be modified accordingly. The option to increase the quantity of LOE does not include Other Direct Costs (ODCs). LOE options and ODC options may be exercised independently.

(d) By issuing a contract modification, the Government may increase the

quantity of ODCs. The Government may issue a maximum of ten (10) orders to increase ODCs any time during the life of the contract. The ceiling for each ODC option increment is shown below:

{TO BE FILLED IN AT CONTRACT AWARD}

ODC Option

Travel
 Subcontracting
 Analytical Services
 Miscellaneous ODCs
 Total ODCs per Option Order

When these options are exercised the "Other Direct Costs" clause and the "Estimated Cost, Base Fee and Award Fee" clause will be modified accordingly. The option to increase the quantity of Other Direct Costs (ODCs) does not include LOE.

(e) The amounts listed above shall not be exceeded without the consent of the Contracting Officer.

H.11 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.12 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.13 SMALL DISADVANTAGED BUSINESS TARGETS (EP 52.219-150) (FEB 2000)

(a) In accordance with FAR 19.1202-4(a) and EP 52.219-145, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

*	*	*	*	Percentage of	*
* Contractor	* SIC/NAICS	*	*	Total Contract	*
* Targets	* Major Group	* Dollars	*	Value	*
* Total Prime	*	*	*		*
* Contractor	*	*	*		*
* Targets	*	*	*		*
*(Including	*	*	*		*
* joint venture	*	*	*		*
* members and	*	*	*		*
* team members)	*	*	*		*
* Total	*	*	*		*
* Subcontractor	*	*	*		*
* Targets	*	*	*		*

(b) The following specifically identified SDB(s) was (were) considered under the Section M SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any

substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.14 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.15 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.16 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.17 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract

that require the subcontractor to collect information.

H.18 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.19 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.20 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services

Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.21 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified

in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.22 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures

for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other

entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.23 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to any and all tasks which may require the Contractor to have access to Confidential Business Information (CBI) under this contract:

Under this contract, the Contractor shall not have access to CBI submitted to EPA under any authority until the Contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR Part 2, Subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the Contractor.

H.24 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

<u>NAME</u>	<u>POSITION</u>
_____	Chief Project Manager
_____	Assistant Project Manager
_____	Environmental Engineer PE
_____	Chemical Engineer PE
_____	Chemist, Organic
_____	Chemist, All around
_____	Chemist inorganic
_____	Environmental Scientist
_____	Geologist
_____	Chemical Engineer
_____	Chemist, Field Analytical
_____	Mine Engineer
_____	Hydro Geologist

_____	Health and Safety (Industrial Health)
_____	Civil Engineer
_____	Geologist (3)

_____	Environmental Scientist (2)

_____	Chemist
_____	Biologist

(b) During the first twelve (12) months of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.25 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.26 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.27 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance

of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ____ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

**H.28 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)
(APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.29 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous.

(b) In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety. Beyond this minimum requirement, the Contractor shall develop and submit for review to the Contracting Officer its corporate health and safety plan in accordance with the statement of work.

H.30 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

- (1) all litigation involving the records has been finally settled and approval is obtained from the CO; or

- (2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.31 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.32 FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

H.33 RESPONSE TIME

The contractor shall mobilize and be on their way to an emergency within two (2) hours of notification by the contracting officer, project officer or On-Scene Coordinator.

H.34 ACCESS RIGHTS AND AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.35 TRANSBOUNDARY EFFORTS

The Contractor may be tasked with emergency response activities in Mexico to the extent authorized by, and consistent with, the United States Mexico Agreement on Cooperation for the Protection and Improvement of the Environment in the Border Area (the "La Paz Agreement"), and the U.S. Mexico Joint Contingency Plan negotiated pursuant to Annex II of the La Paz Agreement. The Contractor may be tasked with emergency response activities in Canada to the extent authorized, and consistent with, the Memorandum of Understanding between EPA and Canada's Department of the Environment and the Joint Contingency Plans attached thereto. The contractor is advised that it may be subject to applicable foreign law while performing emergency response work in Mexico or Canada and the Contractor is responsible for ensuring that it complies with all relevant Mexican or Canadian requirements that are necessary to perform work in those countries.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-25	JUN 1997	PROMPT PAYMENT

52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (MAR 2000)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily prior to the submission of the Contractor's next payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may

be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee(if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.5 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1999)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard

applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of

the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.6 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.7 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.8 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing

the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under

this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the

provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise

provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.9 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in

the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office;

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.10 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.11 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

ATTACHMENT

1. STATEMENT OF WORK
2. REPORTS OF WORK - START2 REGION VIII
3. QUALITY ASSURANCE PROJECT PLAN
4. SMALL BUSINESS & SMALL DISADVANTAGED BUSINESS CONCERNS SUBCONTRACTING PLANS
5. INVOICE PREPARATION INSTRUCTIONS
6. INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON SITE-SPECIFIC COST (Posted as a Separate Attachment)
7. EQUIPMENT LIST FOR REGION VIII
8. CLIENT AUTHORIZATION LETTER
9. MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS
10. SITE SPECIFIC INVOICING INSTRUCTIONS
11. PAST PERFORMANCE QUESTIONNAIRE
12. REGION VIII START 2 - ANNUAL TASK MATRIX
13. SCENARIOS I & II
14. AWARD FEE PLAN

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)*(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief,

that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require

establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation, registered for business in (country) _____.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

**K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)
ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition

is 8744 Facilities Support Management Services.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.(1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the

percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.14 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the

current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.16 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76)
(APR 1984)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ <u>Actual Cost</u>	Standard <u>Cost</u>
Estimating System		
Job Order
Process
Accumulating System		
Job Order
Process

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

<u>Fiscal</u> <u>Year</u>	<u>Indirect</u> <u>Cost Rate</u>	<u>Basis of</u> <u>Allocation</u>
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department
Contracting Department
Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

K.17 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.18 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.19 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all

terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the

competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Award-Fee contract resulting from this solicitation.

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

L.5 PROHIBITION OF EMERGENCY AND RAPID RESPONSE SERVICES (ERRS) TYPE CONTRACTORS FROM RECEIVING CONTRACT AWARD

An offeror shall not be eligible to receive an award under this solicitation if it is determined that the offeror , at the time of award of this contract, will be a Region VIII Emergency and Rapid Response Services (ERRS) or Emergency Response Cleanup Services (ERCS)/Time Critical Rapid Response (TCRR))prime contractor or subcontractor performing ERRS/ERCS/TCRR type activities that conflict with the work to be performed under this contract, or proposes to use a current Region VIII ERRS/ERCS/TCRR prime contractor or subcontractor performing ERRS/ERCS/TCRR type activities that conflict with the work to be performed under this contract as a team subcontractor.

L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) DEVIATION

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.7 DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

(a) The Agency has determined that a significant potential conflict of interest would exist if a current Region VIII ERRS or ERCS/TCRR prime contractor or subcontractor performing ERRS/ERCS/TCRR type activities that conflict with the work to be performed under this contract is awarded this contract, or if the offeror proposes to use a current Region VIII ERRS/ERCS/TCRR prime contractor or subcontractor performing ERRS/ERCS/TCRR type activities that conflict with the work to be performed under this contract as a team subcontractor. To be eligible for award, therefore, each offeror must demonstrate that, at the time of award of this contract, it will not be a Region VIII ERRS or ERCS/TCRR prime contractor or subcontractor performing ERRS/ERCS/TCRR activities that conflict with the work to be performed under this contract, and that it will not be using a current Region VIII ERRS/ERCS/TCRR prime contractor or subcontractor performing ERRS/ERCS/TCRR activities that conflict with the work to be performed under this contract as a team subcontractor. Offerors who are uncertain as to their eligibility for award (including subcontractors performing work under an ERRS/ERCS/TCRR contract), but who nonetheless decide to submit a proposal in response to this solicitation, do so at their own risk and cost.

(b) In addition, the Agency has determined that offerors with a relationship, financial or otherwise, with a current Region VIII ERRS or ERCS/TCRR prime contractor or subcontractor performing ERRS/ERCS/TCRR type activities, may have a potential conflict of interest. Therefore, offerors responding to this solicitation are requested to disclose any such relationships in their proposal. The disclosure statement must address actual or potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates,

subsidiaries, and other interests held by the offeror; generally limited up to third tier relations unless there are potential conflict of interest concerns related to more distant affiliates. Offerors who are determined to have a conflict will be provided an opportunity to submit a plan which describes how any such conflicts will be avoided, mitigated or neutralized. The Agency will determine an offeror's eligibility for award based on the information provided.

(c) The purpose of requesting the information in paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The fact that an offeror has a relationship with a current Region VIII ERRS or ERCS/TCRR prime contractor or subcontractor performing ERRS/ERCS/TCRR type activities will not necessarily disqualify the offeror for consideration for award on the basis of actual or potential conflicts of interest. There is no set formula for determining what relationships would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating or neutralizing such conflicts.

L.8 ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The offeror shall submit, along with its business/cost proposal, an Organizational Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror will describe the steps that will be taken to avoid or mitigate an actual or potential conflict. The offeror must address both organization and site specific conflicts of interest for past and future work. This plan shall be developed utilizing Attachment 8, "Draft Minimum Standards for EPA Contractors' Conflict of Interest Plans", March 31, 1990, as a guide.

L.9 SIC CODE AND SMALL BUSINESS SIZE STANDARD

The standard industrial classification (SIC) code for this acquisition is 8744, Environmental Remediation Services.

L.10 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)

(AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of September 1, 2000, and that the required effort will be uniformly incurred throughout each contract period.

L.11 PAST PERFORMANCE INFORMATION

a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in existence which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance and complexity to that which is described in the RFP. Include the following information for each contract and subcontract:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.
- (5) Brief description of contract or subcontract and relevance to this requirement.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer and telephone number.
- (9) Program manager/project officer and telephone number.
- (10) Administrative Contracting Officer, if different from #8, and telephone number.
- (11) List of subcontractors (if applicable).
- (12) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4(b).

References that may be contacted by the Government include the contracting officer, program managers/project officer, and administrative contracting officer identified above.

Offerors may also provide information on problems encountered on the identified contracts and subcontracts and the offeror's corrective actions.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information

will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references and may also consider information obtained from other sources besides the references identified by the offeror when evaluating an offeror's past performance.

(2) Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by an offeror.

(d) If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement consistent with the Past

Performance evaluation factor in Section M. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire identified in Section J will be used to collect this information.

(h) The Contracting officer will retain the information collected on past performance in the official contract file.

(I) In accordance with FAR 15.305 (a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.12 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999) ALTERNATE II (AUG 1999)

(a) Other than cost proposal instructions.

(1) Submit a proposal for other than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special Proposal instructions:

You are advised to closely read the technical proposal instructions and evaluation criteria before preparing a technical proposal. The technical proposal will consist of two parts: (1) a written technical proposal, and (2) an oral presentation to the Government. The information provided in the written proposal and during the oral presentation will be used to evaluate offerors consistent with the evaluation factors in Section M. The following sections provide further details regarding the written proposal and oral presentations.

I. WRITTEN PROPOSAL

A. The offeror shall submit the following in writing to the contracting officer prior to the date and time listed in block 9 of the (SF) 33:

(1) Standard Form (SF) 33, *solicitation, Offer, and Award*, with blocks 12 through 18 completed by offeror;

(2) Section K, *Representation, certifications, and other statements of*

offeror, completed by offeror;

(3) Past performance information as described in Clause L.11.

(4) Information required by EP 52.219-145. (See Clause L.20)

(5) Cost and price information as described below in Clause L.13 (to be submitted under separate cover; all cost or pricing data must be omitted from the written technical proposal);

(6) Personnel information as described below in Section III.

(7) Any exceptions, deviations or conditional assumptions to the terms and conditions of the RFP. Exceptions, deviations or conditional assumptions may render your proposal ineligible for an award without discussions.

B. Additional Written Documentation Required for the Government's Responsibility Determination

The offeror shall submit the following written documents which are describe elsewhere in this solicitation, with its written proposal:

- Organizational Conflict of Interest Plan (See Clause L.8)
- Quality Management Plan (See Clause F.7)
- Subcontracting Program Plan for Utilization of Small Business and Small Disadvantaged Business Concerns (See Clause L.18)
- Health and Safety Plan
- Confidential Business Information Plan
- Except for the equipment/property that is being provided under this contract, the offeror must provide an equipment management plan that describes how the offeror will provide the equipment necessary to perform the contract. (See L.13.II.C.)

II. ORAL PRESENTATION TO THE GOVERNMENT

Offerors will make an oral presentation as described below on their Contract Management ability, Technical ability, Response to the Sample Scenarios, and Response to Six Pop-quiz Questions. The subjects addressed during the oral presentation will be evaluated as set forth in Section M.

A. Schedule for Presentations

Oral Presentations will be scheduled with offerors as soon as possible after the closing date for receipt of proposals. Following the receipt of the written proposals, the contracting officer will contact each offeror to establish a date and time for the offeror to make an oral presentation on its **Contract Management Ability, Technical Ability, Response to Two Sample**

Scenarios and Six Pop-quiz Questions. The Two Scenarios are listed as an Attachment in Section J. The Pop-quiz questions will be given to offerors at the time of the Oral Presentations and will be the same for all offerors. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

B. Presentation Format

Offerors will make their presentation to the EPA Technical Evaluation Panel (TEP) and Contracting Officer. No questions will be posed to the offeror during the oral presentation.

1. All oral presentations will be conducted in person and in English at EPA's Region VIII office located at 999 18th Street, Denver, CO 80202.

Each offeror shall comply with the strict time limitations imposed by the Government described below. Each offeror will be limited to a total of one hour and thirty minutes (1½ hours) to address both Contract Management Ability and Technical Ability; one hour and thirty minutes (1½ hours) to Respond to the two sample Scenarios; and one (1) hour to Respond to the Six Pop-quiz Questions. The contracting officer will be responsible for tracking the time and will notify the speaker when five (5) minutes are remaining during each separate time period. The clock used to track the time will be visible to the speaker. Additional information is described below on Contract Management Ability, and Technical Ability, the Sample Scenarios and the Pop-quiz questions.

a. Contract Management Ability

The **Program Manager** listed in the offeror's Region VIII START2 Annual Task matrix shall make the portion of the oral presentation which demonstrates the offerors ability to: manage a large multi-disciplinary team over a large geographic area for multiple tasks; manage cost by task; meet reporting requirements similar to those in this RFP, particularly reporting on workload status and staffing levels; manage high volume small dollar work assignments requiring quick turnaround; increase staffing to meet short and long term requirements; obtain and integrate specialized labor; train and maintain a well-qualified staff; and communicate effectively with customers. The Program Manager should also address the offerors ability to meet the requirements of the contract by explaining and demonstrating how they satisfied similar requirements in the past.

b. Technical Ability

(i.) The individuals responsible for each of the tasks listed below (as

identified in the offeror's completed Region VIII START 2 Annual Task Matrix described in Clause L.13) shall make an oral presentation which demonstrates the offeror's technical ability to perform the following specific START SOW tasks:

Chemical Emergency Response
Oil Spill Emergency Response
Removal Support
Preliminary Assessment/Site Inspection/Expanded Site Inspection

Hazard Ranking System/National Priority List Packages
Counter Terrorism

c. Sample Scenarios I & II

For Scenarios I & II, offerors should evaluate the conditions, and information given and present all the necessary steps to be followed to address the scenario including but not limited to contacts, actions, precautions to be taken, etc., to successfully manage and support the situation and describe the desired results.

d. Six Pop-quiz Questions - to be given during oral presentations

2. No overhead projectors, slides, or video tapes will be permitted for use by the offeror during the oral presentation. The speakers may utilize posters during the oral presentation. It is the responsibility of the offeror to provide the easel(s) upon which to place the poster(s). No handouts will be accepted during any portion of the oral presentations.

3. Use of computers or telephones will not be permitted.

4. The offeror's oral presentation will be recorded by EPA using a video camera and may be disseminated to authorized personnel within EPA only.

5. Following the entire oral presentation covering all of the subjects identified above, the Government may request clarification of any points addressed which are unclear and may ask for explanation or substantiation by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the Government will be for the sole purpose of clarification only, and will not constitute discussions within the meaning of FAR 15.306. The Government intends to award a contract without discussions. If the Government determines that discussions and best and final offers (BAFOs) are necessary, the offeror will not be permitted to make any revisions to the oral presentation in writing or otherwise.

III. WRITTEN PROPOSAL

In addition to the information described elsewhere in this solicitation

which is to be included in the written proposal, the offerors shall include the following information in the written proposal:

a. Personnel Information - In the written proposal, the offeror shall provide information demonstrating its ability to perform the contract with its personnel and through its technical approach. The offeror shall provide the following information:

- Completed Region VIII Task Matrix
- Qualifications of personnel listed on Region VIII Annual START-2 Task Matrix;
- Organizational Chart;
- Roles and responsibilities of personnel listed on Region VIII Annual Task matrix;
- Lines of communication within the organization; and
- Approach to planning, organizing, and carrying out the contract activities as presented in the SOW, so as to ensure effective, efficient, timely, and responsive support
- Information on the offerors capacity to perform/resources to perform - identify and describe the location and size of the prime and team subcontractor(s), if any, proposed offices which will support the START contract.

L.13 COST PROPOSAL INSTRUCTIONS

I. GENERAL

The offeror shall prepare and submit cost or pricing information data and supporting attachments in accordance with Table 15-2 of FAR 15.408. In addition to a hard copy of the information, to expedite review of the proposal, submit a 3.5" high density IBM-compatible formatted computer disk containing the financial data required, if this information is available using a commercial spreadsheet program on a personal computer. Submit this information using LOTUS 1-2-3, if available. Identify which version of LOTUS used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) General--Submit cost or pricing information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Information Are Required and the following:

- (i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities;
and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the format in the clause and include proposed fixed hourly rates per labor category for the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect

cost allocations, no estimate is required. However, direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, job discipline and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is

applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(viii) Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting practices and company policy. If proposed, provide an estimate of any uncompensated overtime proposed for exempt personnel working at the offeror's facilities. This estimate should identify the number of uncompensated labor hours and the percentage of compensated labor. Uncompensated labor hours are defined as hours for exempt personnel in excess of regular hours for a pay period which are actually worked and recorded in accordance with company policy. Provide a copy of the company policy on uncompensated overtime. Provide historical percentages of uncompensated overtime for the past three years. If proposed for subcontractors, provide separately with subcontractor information.

(ix) For labor rate contracts, for each fixed labor rate, offerors shall identify the basis for the loaded fixed hourly rate for each contract period for example, the rate might consist of the following cost elements: raw wage or salary rate, plus fringe benefits (if applicable), plus overhead rate (if applicable), plus G&A expense rate (if applicable), plus profit. When determining the composite raw wage for a labor category, the offeror shall:

(A) provide in narrative form the basis for the raw wage for each labor category. If actual wages of current employees are used, the basis for the projections should be explained.

(B) If employees are subject to the Service Contract Act or Davis Bacon Act, they must be compensated at least at the minimum wage rate required by the applicable Wage Determination.

(x) The level of effort for each position is to be proposed in work years. A work year is considered to consist of 2080 hours inclusive of direct and indirect time (40 hours per week x 52 weeks per year = 2080 hours). The proposal must identify proposed work years and clearly identify how many hours in each work year are direct (i.e., productive working hours) and how many are indirect (i.e., paid absences). If the company policy includes a different base work week, the total available hours would be different. For example, if the company's policy calls for a 37.5 hour work week, offeror would deduct paid absences from 1950 hour (37.5 hours/week x 52 weeks/year = 1950 hours). Offeror should clearly identify the paid absences as to how many hours are for

holiday and how many hours are for vacation and sick leave.

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b)(3)(iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are

proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government **agency** which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided

separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.

II. RFP-SPECIFIC COST PROPOSAL INSTRUCTIONS - REGION VIII ANNUAL START-2 TASK MATRIX

A. Instructions for Completing the Task Matrix Spreadsheets for the Cost Portion of the Contract

Offerors shall provide the requested data for the Region VIII Annual START-2 Task Matrix spreadsheet listed as an attachment in Section J. The LOE hours for each tasking area on the task matrix/spreadsheet represent the Government's estimate of the labor mix distribution and do not guarantee the actual distribution levels that will be experienced during contract performance.

1. Support Personnel: The offeror's attention is directed to Clause B which addresses the Level of Effort. The LOE described in this clause is

exclusive of any support personnel. The offeror shall propose any additional labor hours for support personnel in accordance with its accounting system.

2(a) Base Quantity Labor: The Offeror should assume an even distribution of the 187,000 base quantity LOE hours over the five year base period of the contract. The actual distribution of LOE hours may differ.

2(b) Base Quantity ODCs: Use the figures below when computing the five year base quantity spreadsheet. These costs are the Government's RFP plug figures for proposal purposes; Offerors may add applicable indirects in accordance with their accounting practices.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Travel	\$104,840	\$104,840	\$104,840	\$104,840	\$104,840
Subcontracting	108,561	108,561	108,561	108,561	108,561
Analytical Services	199,3844	199,284	199,284	199,284	199,284
Misc. ODCs	<u>111,194</u>	<u>111,194</u>	<u>111,194</u>	<u>111,194</u>	<u>111,194</u>
Total ODCs	523,879	523,879	523,879	523,879	523,879

2(c) Option Increment Quantity Labor: there will be an additional 20 options of 10,000 technical LOE labor hours which may be exercised at any time during the five year base period of the contract. The total price for the optional increment quantities should be calculated using the fifth year rates. The total option increments are 200,000 LOE hours. For pricing purposes only do not allocate ODCs to team subcontractors and consultants.

2.(c)(1) The offeror shall also provide to the Government the price for exercising an option of 10,000 LOE hours for each year of the contract (years 1, 2, 3, 4 and 5).

2(d) Contract Summary: In completing the Contract Summary spreadsheet, combine the base quantity spreadsheet (years 1-5) and the option increment quantity spreadsheets (all 20 increments USING THE FIFTH YEAR RATES), and the total ODC option increments as shown below:

Total
(20 Option Increments)

Travel 567,884

Subcontracting	588,040
Analytical Services	1,079,453
Misc. ODCs	602,300
Total ODCs	2,837,677

(Please Note: Included with these instructions are cost proposal models that may be used; however, offerors should tailor the models to their own standard accounting practices.)

The Cost Proposal Models consist of the following:

<u>Item</u>	<u>Cost Proposal Model</u>	<u>Quantity</u>
2.a Base Quantity Labor	Model #A	187,000 LOE hours
b. Base Quantity ODCs	Model #A	
2.c. Option Quantity Labor	Model #B	200,000 LOE hours
c.1 Individual Increment Quantity	Model #C 1-5	10,000 LOE hours
2.d. Contract Summary	Model #D	387,000 hours

COST PROPOSAL MODEL

MODEL #A

SUMMARY - CONTRACT YEAR 1 THROUGH CONTRACT YEAR 5 - BASE QUANTITY 187,000 HOURS

COST ELEMENT

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
--------	--------	--------	--------	--------	-------

DIRECT LABOR

KEY PERSONNEL:

NON KEY PERSONNEL:

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

- TRAVEL - RFP SPECIFIED
- SUBCONTRACTING - RFP SPECIFIED
- ANALYTICAL SERVICES - RFP SPECIFIED
- MISC ODCS - RFP SPECIFIED
- OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.b above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #B

SUMMARY - TOTAL OPTION QUANTITIES (PRICED USING YEAR 5 RATES)
(200,000 HOURS - 20 INCREMENTS 10,000 HOURS PER INCREMENT)

COST ELEMENT

TOTAL TOTAL

DIRECT LABOR	HOURS	COST
--------------	-------	------

KEY PERSONNEL:

NON KEY PERSONNEL:

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
 _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-2

SUMMARY - CONTRACT YEAR 2 - OPTION QUANTITY - SINGLE INCREMENT 10,000 HOURS
(YEAR 2 RATES)

COST ELEMENT

	TOTAL	TOTAL
DIRECT LABOR	HOURS	COST

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

TEAM SUBCONTRACTORS/CONSULTANTS
1.
2.
TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-3

SUMMARY - CONTRACT YEAR 3 - OPTION QUANTITY - SINGLE INCREMENT 10,000 HOURS
(YEAR 3 RATES)

COST ELEMENT

A.	DIRECT LABOR	TOTAL HOURS	TOTAL COST
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KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

TEAM SUBCONTRACTORS/CONSULTANTS
1.
2.
TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-4

SUMMARY - CONTRACT YEAR 4 - OPTION QUANTITY - SINGLE INCREMENT
(YEAR 4 RATES)

COST ELEMENT

	TOTAL	TOTAL
	HOURS	COST
DIRECT LABOR		

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-5

SUMMARY - CONTRACT YEAR 5 - OPTION QUANTITY - SINGLE INCREMENT 10,000 HOURS
(YEAR 5 RATES)

COST ELEMENT

	TOTAL	TOTAL
	HOURS	COST
DIRECT LABOR		

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

TEAM SUBCONTRACTORS/CONSULTANTS
1.
2.
TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #D

CONTRACT SUMMARY - CONTRACT YEAR 1 THROUGH CONTRACT YEAR 5 - BASE AND ALL
OPTION QUANTITIES 387,000 HOURS

COST ELEMENT

	TOTAL	TOTAL
	HOURS	COST
DIRECT LABOR		

KEY PERSONNEL:

NON KEY PERSONNEL:

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
 _____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
 _____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:
 TRAVEL - RFP SPECIFIED
 SUBCONTRACTING - RFP SPECIFIED
 ANALYTICAL SERVICES - RFP SPECIFIED
 MISC ODCS - RFP SPECIFIED
 OTHER ODCS - (IF APPLICABLE)

TEAM SUBCONTRACTORS/CONSULTANTS
 1.
 2.
 TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
 _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

C. PROPERTY/EQUIPMENT

The offeror is reminded that, except for the items listed in the Region VIII START-2 - EQUIPMENT LIST, which is an attachment in Section J, the Government does not intend to provide Government Furnished Property or Equipment under this contract. Below is a representative list of the property or equipment that will be required to be furnished by the contractor under this contract. The offeror must also provide an equipment management plan that describes how the offeror will provide the equipment necessary to perform the contract. The offeror's estimating methodology utilized in the cost

proposal should be consistent with the offeror's rationale explained in the management plan.

The offeror shall propose the following items of equipment and expendable supplies in accordance with its established accounting policies and procedures. Offerors are to state which type of expenses are directly chargeable to the contract and which are recoverable through their indirect rates. The amortization of equipment and the expensing of supplies should be reflected in the offeror's cost proposal in the proper time period in accordance with company policy. Offerors are to provide the rationale behind the estimated costs such as the estimated quantities, price quotes, or usage rates.

Routine Field Equipment/Expendable Supplies

- Sampling equipment, including decontamination and maintenance
- Analytical field instrumentation, including calibration supplies and equipment
- Field equipment, including decontamination and maintenance
- State of the art counter-terrorism equipment and supplies necessary to detect and sample for nerve/mustard agents, chemical agents, and biological agents.
- Level A capability for a team of 10 people with suits certified for atmospheres with counter-terrorism agents (1 hour air tanks 4500 psi and the accompanying SCBAs and extra air tanks, cascade system and airlines)
- Portable two-way communication radios w/chargers, pagers, CB radios, cell phones, portable telefax, cellular type satellite phones
- Video camera, digital camera w/ software to preserve chain-of-custody, 35mm camera with date/time feature
- Notebook computers w/56k modems for field use (minimum Intel PII-400 or equivalent) and printers (inkjet)
- Binoculars, Zoom 7-15 X 35
- 100' steel survey tape
- Field tools (shovels, brooms, axes, spades, machetes, etc...)Health and safety equipment (and related maintenance) such as:
- Full face respirators
- Hard hats and tools (hammers, wrenches, levels, etc..., including non-sparking)
- Drum/Barrel punch (small for sampling)
- Drum/Barrel punch (large for sampling)
- Portable eye wash
- Field personnel decontamination station
- Chain saw
- Saws, hand or electrical (chain, cut, band, circular, etc...)
- Drum/Barrel cart, pallet jack, wheel barrow
- Cascade system and airlines for breathing air
- Flashlight, explosive proof
- DOT gasoline cans
- Heat stress monitoring equipment and supplies, including thermometer,

weather station, scale, etc...

- First Aid supplies and emergency oxygen
- Portable lights and stands
- 6W portable generator w/100' extension cord
- Air/personnel sampler pump

- Personal protective items (and related maintenance) such as:
 - Coveralls, cotton
 - Coveralls, nomex
 - Chemical resistant steel toe and shank boots
 - Safety glasses
 - Ear plugs
 - Long cotton or other underwear
 - Duffel bag
 - Fully encapsulated chemical resistant suit
 - Escape masks
 - Emergency egress system
 - Face shield for hard hat
 - Nose cups
 - One or two piece chemical splash unit
 - Outer gloves, chemical resistant
 - Disposable coveralls/suits
 - Canisters/cartridges for respirators
 - Inner gloves, chemical resistant
 - Outer boot covers
 - Fuel (gasoline, kerosene, diesel, propane for equipment)
 - Electrical, packaging, duct, barrier and CAUTION tape
 - Breathing air and air compressor
 - Protective suit level A, including integrity testing and Maintenance
 - Protective suit level B
 - SCBAs, including masks and tanks
 - Additional SCBA bottles
 - Additional SCBA tanks
 - Kit, calibration to Microtip
 - Calibration kit (to adjustable pump)

- 55 and 85 gallon steel and poly overpacks
- Sorbent pads
- Sorbent bag
- Sorbent sweep
- Sorbent loose
- Gloves, cotton, disposable
- Gloves, leather, disposable
- Containment booms (i.e., 4"-6" skirt)
- Boom anchors
- Passive dosimeter
- VOA bottles
- Tank patch kit

- Amber jugs, ½ gallon
- Glass tubes 16mm X 4'
- Vermiculite
- DOT "Paint Can" sample packaging, 1- gallon with lids
- Pollution cans
- DOT labels
- Sludge judges
- State of the art pH meter, conductivity meter, ORP meter, oxygen meter
- State of the art colorimetric tubes (including detection of counter-terrorism agents), explosion meter, photo ionization detector, IRD meter, radiation meter (alpha, beta, and gamma), aerosol meter, cyanide meter, hydrogen sulfide meter, mercury vapor meter
- State of the art Combustible Gas Indicator
- State of the art Organic Vapor Analyzer, including hand held ion mobility spectrometer
- State of the art Cannonball, sapphire portable ambient air analyzer, single point monitor, including counter-terrorism agent capability
- Immunoassay kits for pesticides, PCBs, TPH, and other organics at high levels
- Milestone DMA 80 Mercury Analyzer or equivalent
- State of the art hand held GPS unit and related software
- Sampling tools (i.e., stainless steel spoons, pails, pans, and trowels, etc...)
- Field chemistry supplies for field hazard categorization (pH and other indicator papers, test tubes, vials, flasks, cotton swabs, propane torch, etc...)
- Sampling supplies (bottles, jars, preservatives, labels, chain-of-custody forms/labels, decontamination agents, etc...)
- Detergents (laundry soap, shampoo, personnel or equipment decontamination detergent, etc...)
- Trash bags and trash can
- Telephone, facsimile machine, including telephone cords/jacks for field personnel
- Portable photocopy machine
- HEPA wet/dry vacuum cleaner
- Visqueen (4 mil., 20' X 100')
- Dry chemical fire extinguisher (125 lbs)
- Oil dry
- Silica sand
- Mash sanitizer
- Split spoon soil sampler
- Portable ground fault circuit interrupters
- Bailer, teflon
- Bailer, stainless steel
- Bailer, glass
- Kit, dilutor, OVA
- Pack, Isothermal portable
- Oil, grease, filters, etc. necessary for operation of equipment
- Coolers/Ice chests

- Ice, drinking water, and electrolytic fluid replacements
- Hoses, nozzles, sprinklers necessary for decontamination of personnel and equipment
- Chairs, tables, desks, or other furniture
- Office supplies (pens, pencils, grease markers, paint sticks, permanent markers, paper, calculators, paper clips, staplers, office tape, staple removers, labels, folders, notebooks, paper towels, batteries, extension cords, etc...)
- Film and developing
- Spray paint, survey stakes, and other boundary markers

Vehicles

- 4WD response vehicles, including decontamination and maintenance
- vehicles utilized to perform all other SOW tasks
- Support trailers (hauling type and mobile work station)

Include a schedule showing the makeup of your proposed field equipment and expendable supplies, including their location.

D. Additional Information

1. Offerors shall submit their last three annual financial statements, including balance sheets and a statement of profit and loss and specify the resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in the proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. If other divisions, subsidiaries, a parent or affiliated companies will perform work, please provide the name and location of such affiliate and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

3. Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.

In accordance with FAR 15.804, Table 15-3, please provide information sufficient to support the Government's cost realism analysis of your cost proposal as described below:

(A) **Direct Labor**

(1) Attach support schedules detailing the distribution of LOE labor hours between categories (P-levels) and between the prime contractor, subcontractors, consultants, etc. All management and support

(such as clerical, corporate and day-to-day management) hours and costs to be proposed as a direct charge, in accordance with your normal accounting practices, shall be shown separately from technical LOE.

(2) Please provide supporting information for the direct labor rates proposed including base rates, the effective date and basis of the raw rates, escalation rates used, escalation period, plus other adjustments including new hire assumptions and policies on salary reviews (e.g. anniversary date of employee or salary reviews for employees on a specific date). If individual labor rates are proposed, please provide the employee names.

(3) With respect to educational institutions, if applicable, please provide the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

- a. Individual's name;
- b. Annual salary and the period for which the salary is applicable;
- c. List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and
- d. Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(B) Indirect costs (overhead, G&A expenses)

Unless your proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, please provide the following supporting information:

(1) Details supporting your computation of indirect rates including either historical or projected data;

(2) Additionally, please provide the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rates. For each rate, please provide the total dollar amount for pool expenses (the numerator) and total allocation base costs (the denominator), and the number of labor hours included in the base. Please indicate the amount of unallowable costs included in the historical data.

If your rates have been recently approved, you are not required to provide the above listed data, however, please include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate

calculations for the proposed performance period.

Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates, at the proposed rates. **Note:** The Government reserves the right to adjust an offeror's estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates, at the proposed rates. Again, please note that the Government reserves the right to adjust proposed subcontract indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.

(C) Travel expense

Offerors are required for evaluation purposes to propose the amounts stated above for travel expenses. These amounts are exclusive of any applicable indirect cost and fee.

(D) Consultant service

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by the consultants, agreeing to a specified rate for the life of the contract.

(E) Subcontracts

When the cost of a subcontract is substantial (25 percent of the estimated contract value or \$100,000, whichever is less), include details of subcontract costs in the same format as the prime Contractor's costs. Include a price analysis of the subcontract costs in accordance with FAR 15.806-1(a)(2).

L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than fifteen (15) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether

information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.16 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

L.17 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: [\$0]

(b) 8(a) Program: Not Applicable

L.18 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9. The EPA recommends the following goals for this procurement. These goals are mutually exclusive of each other.

Small Business Concern	23.5%
Small Disadvantaged Business Concerns	3.5%
Women Owned Business Concerns	5%
HUBZones	1.5%

L.19 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EP 52.219-145) (FEB 2000)

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon

whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in any of the Standard Industrial Classification (SIC)/North American Industry Classification System (NAICS) Major Groups as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized SIC/NAICS Major Groups. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

**L.20 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge

of the initial adverse Agency action.

**L.21 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**L.22 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

L.23 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)
DEVIATION**a. General Instructions**

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. The Bid and Proposal room is staffed between the hours of 8:00 am - 4:30 p.m. (Monday - Friday except federal holidays). Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the

internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at

www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date Time

Solicitation Number: _____

Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ronald Reagan Building, 6th Floor
 1300 Pennsylvania, Ave
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date Time

Solicitation Number: _____

Offeror's Name and Address: _____

L.24 SPECIAL RONALD REAGAN BUILDING PROPOSAL INSTRUCTIONS

Offerors who intend to deliver proposals in person directly to the Ronald Reagan Building (RRB) in response to this solicitation shall allow extra time, approximately twenty minutes to half an hour, to go through mandatory security checks to enter the building. Proper ID will be required, as well as the phone numbers below. The bid and proposal room is located on the 6th floor of the RRB and is staffed from 8:00 am through 4:30 pm Monday through Friday with the exception of Federal holidays. If there is no one in the bid and proposal room at the time of attempted delivery, offerors shall use the telephone provided at the front desk in the lobby of the RRB to contact the contracting officer (CO) directly. Do not drop off packages without an assurance that the package has been received either by the CO or the bid and proposal room staff. This clause does not alter any standard FAR, EPAAR or EP guidance provided in this solicitation.

Bid room numbers: (202)565-4362 or (202) 564-4363

If there is no response from
 the bid and proposal room

staff contact the CO directly: Margie Weathers, (202) 564-4443

If the CO does not answer,
contact the Contract Specialist Lenee' Morina, (202) 564-4436

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Evaluation factors and significant subfactors to determine the quality of product or service:

1. Contract Management Ability (Oral Presentation) 40 points

The offeror will be evaluated based on its demonstrated ability to: manage a large multi-disciplinary team over a large geographic area for multiple tasks; manage cost by order and by task; meet reporting requirements similar to those in this contract particularly reporting on workload status and staffing levels; manage high volume small dollar work assignments requiring quick turnaround; increase staffing to meet short and long term requirements; obtain and integrate specialized labor; train and maintain a well-qualified staff; communicate effectively with customers; and meet the contractual requirements by explaining and demonstrating how similar requirements were satisfied in the past.

2. Technical Ability (Oral Presentation) 35 points

The offeror will be evaluated on its demonstrated technical ability to perform the following START SOW tasks:

- Chemical Emergency Response
- Oil Spill Emergency Response
- Removal Support
- Preliminary Assessment/Site Inspection/Expanded Site Inspection
- Hazard Ranking System/National Priority List Packages
- Counter Terrorism

3. Personnel (Written Proposal)

Offerors will be evaluated, based on the information submitted under Clause L.12.III., relating to the qualifications of personnel, how they propose to perform the contract with their personnel and their approach to planning, organizing and performing the contract to fulfill the requirements of the contract in an effective, efficient and responsive manner.

4. Response to Sample Scenarios and Pop-quiz Questions (Oral Presentations)

The offerors shall be evaluated on their technical knowledge and understanding of the Statement of Work as demonstrated during the oral presentation with regards to their approach and response to the two (2) Scenarios and six (6) Pop-quiz questions. Offerors shall be evaluated based on their understanding of the subject matter, approach, resource requirements, deliverables, and schedule by demonstrating the manner in which work would be accomplished using tasks identified in the SOW.

a. Scenarios I & II 30 points

For Scenario I, offerors will be evaluated on how they would

conduct and support a Removal Assessment.

For Scenario II, offerors will be evaluated on how they would conduct and support a combined Preliminary Assessment and Site Inspection.

b. Response to Six Pop-quiz Questions 30 points

Offerors will be evaluated based on their response to the six (6) Pop-quiz questions which will focus on accomplishing the requirements of the SOW. Each question is worth five (5) points.

5. Past Performance (Written Proposal) 10 points

Offerors will be evaluated based on information collected pursuant to Clause L.11 for their past performance under existing and prior contracts and subcontracts for similar products or services. The Past Performance Questionnaire described in Attachment 11 will be used to collect reference information and describes the type of information that will be collected from references and what the Past Performance evaluation will be based on. As indicated in Clause L.11, the Government may also obtain and evaluate offerors based on information obtained from other sources.

**6. Small Disadvantaged Business Participation Factor 5 points
(Written Proposal-See L.20)**

Offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable Standard Industrial Classification (SIC)/North American Industry Classification System (NAICS) Major Groups as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than non-enforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized

and applicable SIC/NAICS Major Groups) in terms of dollars and percentages of the total contract value.

M.4 EVALUATION OF STANDARD OPERATING PROCEDURES

As set forth in Section L of this RFP, the offeror is required to submit the following:

1. Organizational Conflict of Interest Plan
2. Quality Management Plan
3. Small Business and Small Disadvantaged Business Concerns Subcontracting Plan
4. Health and Safety Plan
5. Procedures for Handling Confidential Business Information
6. Organizational and Operational controls for providing 24 hour response capability for CERCLA, OPA and counter terrorism emergencies
7. The list of all technical equipment, field and office, and vehicles and facilities the offeror currently has in its inventory necessary to perform this contract.
8. The offeror's plan to obtain the technical equipment, field and office and vehicles and facilities necessary for contract performance the offeror currently does not have in its inventory.
9. The offeror's plan for maintaining and calibrating technical equipment necessary for responding to emergency response actions.

The acceptability of these plans and controls will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standard set forth in FAR Sub-part 9.104. An offeror whose plans or procedures are not acceptable at time of award will be considered non-responsible and ineligible for award.

ATTACHMENT 1

START 2 - STATEMENT OF WORK FOR REGION VIII

**United States Environmental Protection Agency
REGION VIII**

Statement of Work

**Superfund Technical Assessment & Response Team
(START-2)
for REGION VIII**

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I. INTRODUCTION

A. ACRONYMS

ACP	Area Contingency Plan
ARARs	Applicable or Relevant and Appropriate Requirements
BA	Brownfield Assessment
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CLP	Contract Laboratory Program
COR	Contracting Officer's Representative
CRP	Community Relations Plan
CSA	Chemical Safety Audit
CWA	Clean Water Act
EE/CA	Engineering Evaluation/Cost Analysis
EPA	Environmental Protection Agency
EPCRA	Emergency Preparedness and Community Right to Know Act
ERNS	Emergency Response Notification System
ESI	Expanded Site Inspection
FEMA	Federal Emergency Management Agency
FOIA	Freedom of Information Act
FRP	Federal Response Plan
GIS	Geographical Information System
HRS	Hazard Ranking System
IA	Integrated Assessment
IRIS	Integrated Risk Information System
JIC	Joint Information Center
MOU	Memorandum of Understanding
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
NRT-1	National Response Team Hazardous Materials Emergency Planning Guide, March 1987
NRT-1A	National Response Team Criteria For Review Of Hazardous Materials Emergency Plans, May 1988
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Office of Safety and Health Administration
OSWER	Office of Solid Waste and Emergency Response

POLREP(S)	Pollution Report(s)
PA	Preliminary Assessment
PDD	Presidential Decision Document
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RI	Remedial Investigation
RI/FS	Remedial Investigation/Feasibility Study
RPM	Remedial Project Manager
RRC	Regional Response Center
RRT	Regional Response Team
SARA	Superfund Amendments and Reauthorization Act
SI	Site Inspection
SIP	Site Inspection Prioritization
SPCC	Spill Prevention Controls and Countermeasures
START	Superfund Technical Assessment & Response Team

B. BACKGROUND

Under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund) of 1980, as amended; Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA); Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP); and Presidential Decision Document (PDD) #39, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance disposal sites and placing those that are considered to pose a significant threat to the public health or the environment on the National Priorities List (NPL).

In addition, EPA has authority, under the Emergency Preparedness and Community Right-to-Know Act (EPCRA), the Robert T. Stafford Natural Disaster Act pursuant to the Federal Response Plan (FRP), and other laws, to help address and/or mitigate endangerment of the public health, welfare or environment during emergencies and natural disasters, and to support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances.

C. PURPOSE

The purpose of this contract is to provide advisory and assistance services to federal officials responsible for the activities described in the background.

D. SCOPE

The contracting officer will issue work assignments or technical direction documents for all work required under this contract in accordance with the terms and conditions of the contract. The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for review by the contracting officer or the contracting officer's representative (COR) prior to use or distribution. The Government will make all final regulatory, interpretive, and policy decisions resulting from contractor-provided advice and assistance under this contract. The contractor shall not publish or otherwise release, use, or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting reports that contain recommendations, the contractor shall:

- , explain or rank policy or action alternatives
- , describe procedures used to arrive at recommendations

- , summarize the substance of deliberations
- , report any dissenting views
- , list sources relied upon
- , detail the methods and considerations upon which the recommendations are based

II. TECHNICAL REQUIREMENTS

Technical requirements under this contract include assessment; response; preparedness; prevention; enforcement; technical support; data management; and training activities, as discussed below. All technical work will be managed by a COR.

A. CERCLA ASSESSMENT ACTIVITIES

The task list below addresses the generic assessment tasks which may be ordered through work assignments or TDDs in support of Sections II.A.1. through II.A.11. More specific requirements follow the generic list for:

- , Removal Site Evaluations
- , Preliminary Assessments
- , Site Inspections (SI)
- , Combined Preliminary Assessment/site Inspection
- , Site Inspection Prioritization
- , Integrated Assessments
- , Brownfield Assessments
- , Expanded Site Inspections
- , Remedial Investigation/Feasibility Studies
- , Hazard Ranking System/National Priorities List Packages
- , Enforcement Support

Assessment Task List

More specifically, the contractor shall:

1. locate and review files of waste generator(s)/site owner(s)/site operator(s) and other documents relating to past operator(s), (for example, deeds, court transcripts)
2. locate and review files of state and local authorities, other federal agencies, and interested parties
3. using COR-approved protocols, interview site owner(s)/operator(s), state/local officials, residents, and other interested parties
4. provide a written record of Potentially Responsible Party (PRP) identification efforts for EPA to

determine cost liability

5. conduct off-site perimeter visual observation of the site
6. obtain site access documentation from affected parties utilizing region specific protocols
7. using COR-approved protocols, conduct a site visit to identify all potential hazards document site conditions with written and visual documentation (for example., 35mm camera and/or [VCR] or 8 mm video camcorder, sketches, logbook description, or digital camera)
8. provide recommendations and options regarding:
 - , whether an immediate threat to public health or the environment exists
 - , potential need for a removal action
 - , further investigation
 - , no further action
 - , state referral
 - , referral to other federal agencies
 - , referral to other EPA programs
 - , facility actions
 - , other actions
9. identify site characteristics (for example, populations, sensitive environments, site usage, hydro geological and meteorological conditions, and other pertinent site conditions)
10. identify pollutant dispersal pathways
11. identify extent of contamination (for example, soil, water, air, groundwater, sediments and lagoon sludge)
12. develop a health and safety plan for field activities which complies with Office of Safety and Health Administration (OSHA) and local health and safety requirements
13. develop and submit a site sampling and Quality Assurance (QA) plan for field activities to ensure the usability of the data for assessment purposes
14. conduct both on-site and/or off-site environmental sampling activities
15. provide analytical services to include:
 - , Contract Laboratory Program (CLP)
 - , non-CLP,
 - , field screening,
 - , mobile laboratories
16. identify and address data gaps required to meet EPA assessment objectives, (for example, background levels, applicable or relevant and appropriate requirements (ARARs), groundwater information)
17. install monitoring wells and/or piezometer
18. perform air monitoring
19. perform analytical data validation

20. conduct geophysical surveys/investigations
21. generate preliminary HRS score
22. analyze site risks regarding whether site contaminants pose a current or potential risk to human health and the environment in the absence of any response action to include:
 - , contaminant identification
 - , exposure assessment
 - , toxicity assessment
 - , risk characterization

provide information necessary to determine whether or not response is necessary at the site, provide justification for any response action proposed, and explain what exposure pathways need to be addressed

23. provide a hazard ranking system screening in accordance with EPA OSWER Directive 9345.1-07 (November 1992), "The Hazard Ranking System Guidance Manual" using the PREScore software
24. report the draft score to the EPA COR prior to proceeding with the formal Hazard Ranking System (HRS) package
25. prepare a draft HRS package to include:
 - , site summary
 - , PREScore HRS score sheets
 - , documentation record
 - , figures
 - , maps
 - , references
26. dispose of investigation derived wastes, in accordance with EPA guidance (Managing Investigation Derived Wastes for Site Inspections - Office of Solid Waste and Emergency Response [OSWER] Directive 9345.3-02)
27. provide cost analysis/information for response alternatives
28. provide site security to prevent unauthorized access of any persons or animals to preserve public safety. Site security may include, for example, fencing, or armed or unarmed security services
29. identify contamination or potential contamination associated with illegal drug labs, explosions, or spills
30. complete and maintain documentation of all contractor actions taken or assigned consistent with the NCP for cost recovery purposes. Make available to federal trustees of affected natural resources information and documentation to assist the trustees in the determination of actual or potential natural resource injuries. Documentation shall provide:
 - , the source and circumstances of the release
 - , the identity of responsible parties
 - , the response action taken
 - , an accounting of contractor costs incurred in support of EPA response actions

- , the impacts and potential impacts to the public health and welfare and the environment.
- 31. locate and review existing site, facility and/or release data
- 32. identify potentially responsible parties (PRP)(s)
- 33. analyze PRP documents and actions for compliance with enforcement actions
- 34. analyze the accuracy, timeliness and completeness of PRP reports
- 35. document PRP activities and provide negotiation support
- 36. provide health indication sampling and analysis, for example blood, urine, and hair samples
- 37. provide site communications (for example, radios, repeaters, commercially available radio systems, telephones, pagers)
- 38. perform nuclear/biological/chemical sampling and analysis
- 39. conduct human indicator sampling
- 40. assist in search and rescue efforts
- 41. provide engineering design products and services

1. Removal Site Evaluations

The contractor-produced site evaluations and preliminary assessment reports provide the COR with technical, human and environmental threat information necessary for the COR's determination of the need for removal or other response actions. Sections 300.410 and 300.305 of the NCP include the removal site evaluation and preliminary assessment requirements. The contractor shall perform removal site evaluations in conformance with the following:

EPA OSWER Directive 9360.3-08, "Superfund Removal Procedures/
The Removal Response Decision: Site Discovery to Response Decision"

Region specific guidance, available in Region's library.

More specifically, the contractor shall collect and document technical information for oil spill discharges or threats thereof, and hazardous substance or pollutant/contaminant releases, or threats thereof. For example:

- , site characterizations
- , magnitude of the incident
- , extent of contamination
- , migration pathways
- , weather conditions impacting site
- , potentially affected populations

2. Preliminary Assessments (PA)

The contractor shall perform PA activities, in conformance with:

OSWER Directive 9345.0-01A, "Guidance for Performing Preliminary Assessments Under CERCLA", dated September 1991; and,

Region-specific requirements, available in Region's library.

More specifically, the contractor shall:

- a. review past and present facility waste handling practices and permit history
- b. document the presence, quantity, type, or absence of uncontained or uncontrolled hazardous substances on site, and releases to the environment
- c. identify pollution dispersal pathways; determine pathway-specific receptors and surrounding population density
- d. locate other environmentally sensitive receptors (for example, wetlands and endangered species)

3. Site Inspections

The purpose of the SI is to incorporate and build upon the objectives of a PA, and may require the collection of samples or the evaluation of existing analytical data to evaluate site conditions. The contractor shall perform SI activities in conformance with:

EPA/540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA", dated September 1992; and,

Region specific requirements, available in Region's library.

More specifically the contractor shall:

- a. identify releases that pose no significant threat to public health or the environment
- b. analyze the potential need for removal action
- c. collect or develop data for the COR to evaluate the release pursuant to the HRS
- d. collect data required for the COR to better characterize the release for more effective and rapid initiation of the remedial investigation/feasibility Study (RI/FS) or response

4. Combined PA/SI

As ordered, the contractor shall perform preliminary search and field activities outlined in the PA and SI sections above into one effort.

5. Site Inspection Prioritization (SIP)

The purpose of the SIP -- an intermediate step in the site assessment program to update old SIs (for example, SIs completed prior to the revision to the HRS) on a discrete universe of sites, -- is to gather any additional information necessary to help set priorities among sites assessed under the old HRS scoring system. The contractor shall perform SIP activities in accordance with:

OSWER Directive 9345.1-15FS “ Site Inspection Prioritization Guidance” (August 1993), as amended, and

Region-specific requirements, available in the Region’s library

More specifically, the contractor shall:

For a Level A SIP:

- a. update or revise the HRS Score
- b. identify data gaps
- c. recommend additional data collection activities

For a Level B SIP:

- a. update or revise the HRS Score
- b. perform desktop data collection to support the revised score

For a Level C SIP:

- a. update or revise the HRS Score
- b. identify data gaps
- c. perform desktop data collection to support the revised score
- d. perform sampling (data collection)

6. Integrated Assessments (IA)

The purpose of an IA is to gather data that meets the requirements of both a removal site evaluation and remedial site inspection at the same site. The data gathering effort may require field screening and full CLP analysis of samples. The contractor shall perform the relevant tasks described in the Assessment Task List in conformance with the following:

“Integrating Removal and Remedial Site Assessment Investigations”, OSWER Short Sheet 9345.16FS, September 1993;

Removal Site Evaluation and Site Inspection documents referenced above

Region specific guidance, available in the regional library

7. Brownfield Assessments (BA)

The Brownfields are abandoned, idled or underutilized industrial and commercial facilities. The purpose of the Brownfield assessment is to streamline site investigation and to characterize site conditions. The BA will not involve collection of data associated with HRS package preparation. The objectives of a BA are to identify:

- , the nature and extent of contamination on-site
- , the risks posed by the contamination
- , potential alternatives for cleanup
- , costs of cleanup options for site redevelopment

The contractor shall perform BAs in conformance with the following:

“Integrating Brownfields and Traditional Site Assessment”, #9230.0-81,
EPA 540-F-96-028, January 1997;

“Guidance for Performing Site Inspections Under CERCLA”
EPA 540-R-92-021, September 1992;

“Road Map to Understanding Innovative Technology Options for Brownfields
Investigation and Cleanup”, EPA 542-B-97-002;

Region specific requirements, available in Region's library;
Brownfields Quality Assurance document (EPA 540-R-98-038).

“Standard Practice for Environmental Site Assessments: Phase I Environmental Site
Assessment Process”, ASTM, E 1527-94

“Environmental Site Assessments: Phase II Environmental Site Assessment
Process, ASTM”, E 1903-97

8. Expanded Site Inspections (ESI)

The purpose of the Expanded Site Inspections (ESI) is to provide the additional information required to support preparation of an HRS package for NPL listing. The contractor shall perform the relevant tasks for an ESI as described in the Assessment Task List in conformance with the following:

EPA 540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA", dated September 1992

Region-specific requirements, available in Region's library

9. Remedial Investigation/Feasibility Study (RI/FS)

An RI/FS is an extensive assessment conducted at sites which are proposed/added to the NPL. The purpose of an RI/FS is to develop the data necessary to support the selection of a remedy to eliminate, reduce, or control risks to human health and the environment. The contractor shall perform the relevant RI/FS tasks described in the Assessment Task List in conformance with the following:

"EPA Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final", U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 9355.3-01.

10. Hazard Ranking System/National Priorities List Packages (HRS/NPL)

The contractor shall perform the relevant HRS/NPL tasks described in the Assessment Task List in conformance with the following:

EPA OSWER Directive 9345.1-07, November 1992, "The Hazard Ranking System Guidance Manual"

11. Enforcement Support

The contractor shall perform the relevant enforcement support activities described in the Assessment Task List.

B. RESPONSE ACTIVITIES

The task list below addresses the generic response tasks which may be ordered through work assignments or TDDs in support of Sections II.B.1. through II.B.9. More specific requirements follow the generic list for:

- , Emergency Response
- , Oil Spill Response

- , Minor Containment
- , Fund-lead Removal Actions
- , Potentially Responsible Parties Removal Actions
- , Counter Terrorism Response
- , Federal Disaster Response
- , Regional Response Center Support
- , Enforcement Support

Response Task List

More specifically, the contractor shall:

1. collect facts regarding the discharge or release, to include its source and cause
2. identify potentially responsible parties
3. analyze the nature, amount, and location of discharged or released materials
4. analyze the probable direction and time of travel of discharged or released materials
5. analyze whether the discharge is a worst case discharge in accordance with Sec. 300.324 of the NCP
6. identify the pathways to human and environmental exposure
7. analyze the potential impact on human health, welfare and safety, and the environment posed by the release of hazardous substances, contaminants or pollutants, and discharge of oil
8. provide analysis of discharges or releases posing a substantial threat to the public health or welfare of the United States
9. analyze the potential impact on natural resources and property
10. document costs incurred by the contractor for the response actions
11. collect or review data such as site management practices, information from generators, photographs, historical photographic analyses, literature searches, and personal interviews
12. identify active or historical facility processes or operations that may contribute to the release or threat of release of hazardous substances, pollutants, contaminants, or discharge of oil
13. develop options to abate, prevent, minimize, stabilize, mitigate, eliminate or remove the threat of a release to public health or welfare or the environment
14. prepare a sampling plan which describes the number, type, and location of samples and the type of analyses (for example, sampling and analysis plans for collection of multi-media environmental samples; chemical product or waste; oil or other materials)
15. observe and document federal, state, and private actions taken to conduct a response action
16. recommend options for the use of special teams and other assistance described in Section 300.145 of the NCP
17. disseminate EPA-approved information to the public
18. collect, analyze and validate data in accordance with EPA standard methods for sample analysis

19. develop site specific Health and Safety Plans (HSPs)
20. develop health and safety procedures for response activities, such as OSHA levels of protection associated with a site
21. monitor and measure COR-identified chemicals and analyze potential exposure conditions
22. recommend waste disposal options
23. review completeness of disposal documentation, such as manifests, waste profile data and other information
24. obtain permits from federal, state or local agencies, associated with the contractor's response activities
25. provide expert testimony
26. provide site security to prevent unauthorized access of any persons or animals to preserve public safety, such as fencing, or armed or unarmed security services
27. input contractor's costs using the EPA cost tracking software, Removal Cost Management System (RCMS)
28. conduct file reviews (for example, federal, state and local agency records) to obtain background information to analyze releases of hazardous substances, pollutants, contaminants or oil
29. analyze PRP response documents and actions
30. analyze the accuracy, timeliness and completeness of PRP reports
31. document PRP activities and provide negotiation support
32. verify PRP compliance with enforcement orders
33. identify local and elected officials
34. conduct deed and title searches
35. conduct waste profile analyses

1. Emergency Response

The contractor shall perform the response tasks listed above to provide technical advice, findings, facts, recommendations and options to the EPA COR. The contractor shall maintain 24-hour, seven day a week response capability to respond to discharges/releases or threatened discharges/releases as defined in Subparts D and E of the NCP. Response times required will be determined by the COR and will vary from (**regions will establish the time ranges**).

2. Oil Spill Response

The contractor shall perform the tasks listed in the Response Task List during an oil spill response.

3. Minor Containment

These actions are short in duration (generally not exceeding **40** hours per assignment) and

provide temporary stabilization prior to the mobilization of other responders.

The contractor shall contain and stabilize minor releases of oil or hazardous substances, such as leaking containers (55 gallon drums, barrels, and smaller containers); oil discharged to waterways; or, spills to soil.

4. Fund-lead Removal Actions

The contractor shall perform the tasks listed in the Response Task List during Fund-lead removal actions.

5. Potentially Responsible Parties Removal Actions

The contractor shall perform the tasks listed in the Response Task List during Potentially Responsible Parties removal actions.

6. Counter Terrorism

The contractor shall perform the tasks listed in the Response Task List during Counter-terrorism removal actions.

7. Federal Disaster Response

The contractor shall perform the tasks listed in the Response Task List during Federal Disaster Response.

8. Regional Response Center Support

The contractor shall provide support to the Regional Response Center (RRC) and the Emergency Response Notification System (ERNS) during major spills, or releases, periods of multiple emergencies within the Region, disasters and terrorist acts. This includes support for Emergency Operation Centers and Joint Operation Centers under the FRP and National Contingency Plan.

More specifically, the contractor shall:

- a. collect and compile data from spill reports, pollution reports (POLREPS) and spill notification phone lines
- b. provide COR-approved information to the state, local or natural resource trustee agencies
- c. input data from spill reports
- d. provide information to COR:

- , for (Freedom of Information Act) FOIA request responses
- , to evaluate facilities' release history for the ERNS

9. Enforcement Support

The contractor shall perform the relevant enforcement support activities described in the Response Activities Task List.

C. PREPAREDNESS AND PREVENTION ACTIVITIES

Preparedness and prevention activities involve special preparedness issues and responsibilities such as counter-terrorism, regulatory responsibilities such as spill prevention control and counter measures and facility response plans and contingency planning such as area plans and Regional Contingency Plans and Regional Response Team support to the OSC.

The contractor shall participate in audits or inspections to identify and document violations of environmental laws as prescribed by the General Duty clause in Section 112R of the Clean Air Act (CAA), Title III, Section 1. The EPA will make all final determinations regarding violations or compliance issues.

The task list below addresses the generic tasks which may be ordered through work assignments. More specific requirements follow the generic list for:

- , Counter Terrorism/Domestic Preparedness and Prevention
- , Chemical Emergency Preparedness and Prevention
- , Contingency Plans
- , Chemical Safety Audits
- , Accident Investigations
- , Spill Prevention Controls and Countermeasures/Facility Response Plan Reviews and Inspections
- , Oil Program Activities
- , Risk Management Planning/General Duty Inspections

1. Counter Terrorism/Domestic Preparedness and Prevention

The contractor shall perform the following tasks to increase awareness and preparedness among responders at the Federal, state, and local levels of the potential threat posed by nuclear, biological, incendiary, chemical and explosive terrorism and to develop programs and procedures to prevent and prepare for deliberate releases resulting from terrorist incidents in accordance with the following guidance documents:

- , Presidential Decision Directives #39, #62, #63, and #67
- , U.S. Policy on Counter-terrorism, dated June 21, 1995, (<http://www.cia.gov/resources.html>)
- , Title XIV of Public Law 104-201, The Defense Against Weapons of Mass Destruction Act, also known as Nunn-Lugar-Domenici
- , Other programs, such as the NCP and the FRP.
- , “EPA’s Role in Counter-Terrorism Activities”, EPA 550-F-98-014, February 1998, (<http://www.epa.gov/swercepp/factsheets/ct-fctsh.pdf>).

More specifically, the contractor shall:

- a. support state and local responders in planning for emergencies associated with weapons of mass destruction
- b. provide logistical support for key federal partners during meetings and/or training exercises
- c. research and analyze state-of-the-art response technology for application and utilization in a potential or actual terrorist threat or act
- d. conduct counter-terrorism preparedness simulation drills and document lessons learned
- e. identify existing preparedness and emergency response management system and capabilities at the federal, regional, state, tribal, and local levels and offer options for utilization

2. Chemical Emergency Preparedness and Prevention

The contractor shall:

- a. review compliance of federal, state and local contingency and response plans prepared under the CAA, EPCRA, CERCLA, OPA, FRP and NCP with the requirements described in National Response Team Criteria For Review Of Hazardous Materials Emergency Plans, May 1988 (NRT-1A) www.nrt.org and in integrated contingency plan guidelines available from the regional office
- b. analyze ERNS data and conduct EPCRA inspections for use in EPCRA enforcement case support
- c. provide logistical support for local, regional, national, and international preparedness planning. For example:
 - , coordinate National Response System activities including drills which may involve government/private and U.S./Mexico and U.S./Canada border cities
 - , generate Geographical Information System (GIS) documentation
 - , generate bilingual documentation
 - , provide translation services
 - , conduct outreach activities for regulated facilities, federal, state, tribal and local agencies, and

the public about the requirements associated with Chemical Emergency Preparedness and Prevention program

3. Contingency Plan

There are several types of contingency plans. The primary contingency plans are: the National Contingency Plan (NCP), which includes the FRP and Federal Radiological Emergency Response Plans (FREPs); Regional Contingency Plans (RCPs); and the Area Contingency Plans (ACPs). These plans are available for inspection at EPA regional offices.

The contractor shall:

- a. draft updates to the RCPs in accordance with 40 CFR 300, the NCP
- b. develop contingency plan exercises
- c. draft revisions to ACPs and sub-area plans, incorporating comments and Area Committee changes into the plans
- d. compile a list of response resources
- e. survey, compile and validate economically and environmentally sensitive area location information in accordance with COR provided criteria.
- f. identify and analyze plans for the use of alternative technologies
- g. design and analyze contingency plan drills and exercises using the National Strike force Coordinating Center Pollution Response Emergency Preparedness Guidelines
- h. provide threat assessment, hazard, risk, and vulnerability analyses for spills into the environment
- i. perform plume modeling for chemical releases into water and air
- j. provide technical and logistical support to state or local response organizations in the development of site specific contingency plans

4. Chemical Safety Audits

Chemical Safety Audit (CSA) program information is available in EPA Publication 550-F-93-005, March 1993, *CHEMICAL SAFETY AUDIT PROGRAM - Fact sheet* (<http://www.epa.gov/swercepp/factsheets/csa.txt>).

Using COR-approved protocols, the contractor shall:

- a. provide safety plans for site visits
- b. interview facility personnel regarding background information, facility processes and standard operating procedures
- c. review and document observations and conclusions of on-site facility operations to include:

- , employee awareness of chemical and process hazards
- , process characteristics
- , emergency planning and preparedness
- , hazard evaluation and release detection techniques
- , operations and emergency response training
- , facility/corporate management structure
- , preventive maintenance and inspection programs
- , community notification mechanisms and techniques

5. Accident Investigations

A major chemical accident is one which:

- , results in one or more human fatalities;
- , results in the hospitalization of three or more workers or members of the public;
- , causes property damage on or off the facility initially estimated at \$500,000. or more in total;
- , presents a serious threat to worker health or safety, public health, property, or the environment
- , has significant off-site consequences, such as large-scale evacuations or protection-in-place actions, closing of major transportation routes, substantial environmental contamination or substantial effects on wildlife or domesticated animals (for example, injury or death) ; or
- , is an event of significant public concern

These investigations must document evidence of the cause(s); assess safety and accident prevention systems; record the equipment involved in the accidents; and provide options for corrective measures. The following tasks shall be conducted in accordance with the MOU between EPA and OSHA at (<http://www.epa.gov/swercepp/pubs/oshaimou.html>).

Using COR-approved protocols, the contractor shall:

- a. provide safety plans for site visits for the purpose of conducting accident investigations
- b. investigate and compile information on major chemical accidents to include:
 - , provide information to document violations of law(s) and recommend actions to correct the violations
 - , examine facility records
 - , analyze equipment design, drawings, specifications and records
 - , record and analyze the engineering basis for chemical process safety systems
- c. write accident investigation reports to include:
 - , a description of the accident
 - , a description of the response to the accident

- , further planned activities
- , laboratory test results
- , discussion of the probable root cause(s) of and contributing factors to the accident
- , observations and findings
- , recommendations for enhancing chemical safety, emergency preparedness, and prevention of chemical accidents, both facility-specific and industry-wide

6. Spill Prevention Controls and Countermeasure/Facility Response Plan Reviews and Inspections

Using COR-approved protocols, the contractor shall:

- a. review SPCC plans and Facility Response Plans to analyze and document compliance issues with EPA Oil Pollution Prevention Regulation
(<http://www.law.cornell.edu/cfr/40p112htm#40p112s7>)
- b. conduct on-site facility surveys and SPCC/Facility Response Plans compliance inspections
- c. document observations and conclusions of each facility inspection/survey performed, and complete data forms
- d. prepare draft notices to facilities of compliance, non-compliance, or violations
- e. provide enforcement support

7. Oil Program Activities

The contractor shall perform the oil program activities set forth below in accordance with: Section 311(j)(5) of the CWA and Section 2101 of title 46, U.S. Code.

Using COR-approved protocols, the contractor shall:

- a. Identify a tank vessel or an onshore facility that, because of its location, could reasonably be expected to cause substantial harm to the environment by discharging into or on the navigable waters and/or adjoining shorelines.
- b. conduct seminars/give presentations to community groups and industry on the impact of the Oil Pollution Act and related subjects
- c. coordinate and participate in drills and simulations at oil storage facilities

8. Risk Management Planning/General Duty Inspections

The contractor shall perform the following tasks in accordance with the guidelines for the Risk Management Program/General Duty Inspection activities required under Section 112(r) of the CAA

Amendments of 1990 and 40 CFR Part 68. General information related to Section 112(r) can be found at (<http://www.epa.gov/swercepp/pubs/caa-faqs.html>).

More specifically, the contractor shall:

- a. Provide technical information directed at the regulated community to regulated facilities, federal, state, tribal and local agencies, and the public
- b. Analyze Risk Management Plans (RMPs)/General Duty Inspections to identify internal inconsistencies in data submitted, potential problems based on facility accident histories, and unusual data (e.g., failure to list appropriate hazards under the prevention program)
- c. Complete a COR-provided audit checklist summary and provide a draft report, referencing violations in regard to the CAA Section 112(r) and 40 CFR Part 68 and options for corrective actions at the facility
- d. Conduct RMP/General Duty field inspections to include an on-site analysis and documentation of: processes and storage areas; employee interviews; manager and supervisor interviews; training and maintenance records; operating procedures of engineering processes and release prevention measures, and hazards

D. REGIONAL RESPONSE TEAM SUPPORT

The Regional Response Team (RRT) is comprised of federal and state as well as representatives of the response community, local governmental agencies and interested members of the general public.

The contractor shall:

1. analyze and document the extent of an incident, the potential hazards, type of resources needed and the actions of the Responsible Party(ies) to respond
2. draft POLREPS, and lessons learned reports
3. design, develop, prepare, analyze and report observations of planning, training and drills/exercises to provide options for preparedness and operational readiness of the RRT and the response community within the region
4. analyze responses to discharges of oil and releases of hazardous substances pollutants or contaminants; assess equipment availability; readiness and coordination among RRT member agencies; other public and private agencies
5. document and analyze plans and planning efforts for the Regional Contingency Plan, Area Plans and special subject plans to include but not limited to:
 - , the Emergency Support Function # 10
 - , Hazardous Materials to the FRP
 - , the Federal Radiological Emergency Response Plan

- , Counter-terrorism plans
- , use of chemical counter-measures in spill response
- 6. provide logistical support for scheduled RRT meetings to include, but not limited to:
 - , select and reserve meeting space
 - , arrange site tours and meetings
 - , develop visual aids to include computer driven presentations
 - , document technical meeting minutes
 - , provide a technical summary of the meeting
 - , attend scheduled RRT meetings
- 7. develop and update the RRT mailing list, an RRT e-mail list, and an e-mail group distribution capability to send EPA-authorized notices

E. TECHNICAL SUPPORT ACTIVITIES

The list below addresses the technical support activities which may be ordered through work assignments. More specific requirements follow the generic list.

The contractor shall provide information, analyses, options and recommendations for implementing emerging technologies and maintaining program currency.

- , General Technical Support
- , Multi-media Surveys and Inspections
- , Treatability Studies
- , Engineering Evaluations and Cost Analyses
- , Continuous Releases
- , Public Participation Support
- , Site Discovery Programs
- , Environmental/ Ecological Evaluations
- , Assessment of Human Health and Ecological Risks
- , Administrative Record Support

1. General Technical Support

- a. identify, analyze and recommend for implementation emerging technologies
- b. provide information, analysis, recommendations and options for maintaining program currency and program improvements.

2. Multi-media Surveys and Inspections

- a. accompany the COR during on-site facility surveys and inspections at sites, facilities or releases where hazardous waste contaminants or pollutants are managed, treated, stored or disposed of
- b. using COR-approved protocols, record and document compliance with applicable or relevant and appropriate federal and state requirements related to environmental statutes such as Resource Conservation and Recovery Act or the Clean Water Act (CWA)
- c. compile multi-media checklists to be used at sites, facilities or releases

3. Treatability Studies

Treatability studies are conducted to:

- , obtain data to develop and evaluate treatment alternatives
- , support the design of selected response alternatives
- , reduce cost and performance uncertainties for treatment alternatives

The contractor shall perform treatability studies in conformance with the following:

“Guide for Conducting Treatability Studies Under CERCLA”, EPA/540/R-92/071A

OSWER DIRECTIVE-9380.3-10, NTIS Order Number: PB93-126787INX

4. Engineering Evaluations and Cost Analyses

The contractor shall conduct EE/CAs tasks in conformance with:

“Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA” (8/93),
EPA 540-R-93-057.

The contractor shall conduct engineering evaluations and cost analyses (EE/CAs) to include:

- , site characterizations
- , addressing removal action objectives and identification of alternatives
- , identification of ARARs
- , analysis and comparison of removal action options for cost effectiveness and implementability

5. Continuous Releases

Using COR-approved protocols, the contractor shall monitor the reporting of continuous releases as defined in CERCLA Section 103, and EPCRA. General information may be found at:
(<http://www.epa.gov/oerrpage/superfnd/web/resources/release/faciliti.html>).

More specifically, the contractor shall:

- a. analyze facility reports
- b. develop summary reports of evaluated facilities

- c. perform facility inspections to verify accuracy of facility evaluation reports

6. Public Participation Support

The contractor shall perform public participation tasks to ensure that public and private interests are kept informed of response events and activities and that all parties' concerns are considered throughout the process.

The contractor shall perform public participation tasks in conformance with:

"Community Relations in Superfund: A Handbook", January 1992

"Public Participation Guidance for On-Scene Coordinators: Community Relations and the Administrative Record", OSWER Directive 9360-05, June 1992

7. Site Discovery Programs

The contractor shall perform the following tasks in order for EPA to determine whether sites require additional site assessment activities. The contractor shall: collect, record, and analyze information on location and type of uncontrolled hazardous substance disposal sites, facilities and/or releases to isolate potential candidates for further site assessment.

8. Environmental/Ecological Evaluations

The contractor shall coordinate activities with the trustees at a site as defined by Section 104(b) (2) of CERCLA and the NCP to ensure an adequate technical basis for a settlement agreement. The contractor shall perform Environmental/Ecological Evaluations in accordance with the following guidance:

U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), 1996. Natural Resource Damage Assessment Guidance Document: Injury Assessment (Oil Pollution Act of 1990). National Oceanic and Atmospheric Administration, Damage Assessment and Restoration Program, Silver Spring, MD. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 96-199427.

NOAA, 1996. Natural Resource Damage Assessment Guidance Document: Specifications for Use of NRDAM/CME Version 2.4 to Generate Compensation Formula (Oil Pollution Act of 199). National Oceanic and Atmospheric Administration, Damage Assessment and Restoration Program, Silver

Spring, MD. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 96-199435.

U.S. Department of the Interior (DOI). 1996. The CERCLA Type A Natural Resource Damage Assessment Model for the Great Lakes Environments (NRDA/GLE). U.S. Department of the Interior, Office of Environmental Policy and Compliance, Washington, D.C., Vol I-III. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 96-501770 (4/96). Computer diskettes containing the version 1.2 natural resources damage assessments models can be obtained from the Department of the Interior. (The version 1.31 computer model is available in draft status.)

DOI. 1996. The CERCLA Type A Natural Resource Damage Assessment Model for Coastal and Marine Environments (NRDA/CME). U.S. Department of the Interior, Office of Environmental Policy and Compliance, Washington, D.C., Vol I-VI. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 96-501788 (4/96). Computer diskettes containing the version 1.2 natural resources damage assessments models can be obtained from the Department of the Interior. (The version 2.2 computer model is available in draft status.)

DOI. 1987. Type B Technical Information Document: Application of Air Models to Natural Resource Injury Assessment. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 88-100128 (6/87).

DOI. 1987. Type B Technical Information Document: Approaches to the Assessment of Injury to Soils Arising from Discharges of Hazardous Substances and Oil. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 88-100144 (6/87).

DOI. 1987. Type B Technical Information Document: Injury to Fish and Wildlife Species. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 88-100169 (6/87).

DOI. 1987. Type B Technical Information Document: Guidance on Use of Habitat Evaluation Procedures and Habitat Suitability Index Models for CERCLA Applications. Available for a fee from the National Technical Information Services (NTIS), 5285 Port Royal Road, Springfield, VA 22161; telephone: (703) 487-4650. NTIS accession number: PB 88-100136 (6/87).

American Petroleum Institute (API). Measuring Natural Resource Damages: An Economic Appraisal. API Publication No. 4490. Washington, D.C., 1989.

Kopp, Raymond J. and V Kerry Smith (eds.). Valuing Natural Assets and the Economics of Natural Resource Damage Assessment. Resources for the Future, Washington, D.C., 1993.

9. Human Health/Ecological Risk Assessment

The contractor shall perform the risk assessments in accordance with the following guidance:

For Baseline Human Health Risk Assessments:

Risk Assessment Guidance for Superfund (RAGS), Volume I: Human Health Evaluation Manual: Part A, Baseline Risk Assessment, Interim Final. December 1989. EPA 540/1-89/002. NTIS PB90-155581.

Part B, Development of Risk-Based Preliminary Remediation Goals. December, 1991. EPA 540/R-92/003. OSWER Directive 9285.7-01B. NTIS PB92-963333.

Part C, Risk Evaluation of Remedial Alternatives. December 1991.

EPA/540/R-92/004. OSWER Directive 9285.7-01C. NTIS PB92-963334.

Part D, Standardized Planning, Reporting and Review of Superfund Risk Assessments. January 1998. EPA 540-R-97-033. OSWER Directive 9285.7-01D. NTIS PB97-963305.

Supplemental Guidance to RAGS: Calculating the Concentration Term. June 22, 1992. OSWER Directive 9285.7-08I.

Standard Default Exposure Factors. Interim Final. OSWER Directive 9285.6-03. March 25, 1991.

Final Guidance Data Useability in Risk Assessment (Part A). April 1992. OSWER Directive

9285.7-09A. NTIS PB92-963356.

Guidance for Data Useability in Risk Assessment (Part B). May 1992. OSWER Directive 9285.7-09B. NTIS PB92-963362.

Dermal Exposure Assessment: Principles and Applications. January 1992. EPA 600/8-91/011B.

Exposure Factors Handbook, Volume 1. 1997. EPA/600/P-95/002Fa.

Exposure Factors Handbook, Volume 2. 1997. EPA/600/P-95/002Fb.

Exposure Factors Handbook, Volume 2. 1997. EPA/600/P-95/002Fc.

Air/Superfund National Technical Guidance Study Series. Volumes I, II, III, and IV (EPA 450/1-89-001,002,003,004, July 1989).

Final Soil Screening Guidance, May 17, 1996. Soil Screening Guidance User's Guide. Office of Solid Waste and Emergency Response. EPA/540/R-96/018.

Soil Screening Guidance: Technical Background Document. EPA 540/R-94/126.

EPA Risk Characterization Program. Memorandum from Administrator Carol Browner. Office of the Administrator, Washington, DC. March 21, 1995.

Provisional Guidance for Quantitative Risk Assessment of Polycyclic Aromatic Hydrocarbons. Office of Research and Development, Washington, DC. EPA/600/R-93/C89.

PCBs: Cancer Dose-Response Assessment and Application to Environmental Mixtures. Office of Research and Development, Washington, DC. EPA/600/P-96/001A.

Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities. July 14, 1994. OSWER Directive 9355.4-12.

For Baseline Ecological Risk Assessments:

Guidelines for Ecological Risk Assessment, Final. April 1998. EPA/630/R-95-002F.

Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments. June 1997. EPA/540-R-97-006.

Ecological Assessment of Hazardous Waste Sites: A Field and Laboratory Reference Document.
EPA 600/3-89/013. March 1989.

EcoUpdate: Intermittent Bulletins, Supplemental Guidance to RAGS, Vol. II. EPA Publications 9345.0-051. The contractor shall perform the following tasks which will result in technical analysis, findings, facts, and options to the COR responsible for human health and ecological risk assessments:

10. Administrative Records Support

The contractor shall compile information for inclusion in the EPA Administrative Record as defined in Section 113(k) of CERCLA. An Administrative Record includes: the records, data, and guidance that EPA used to determine the federal response action. The contractor shall compile and maintain the EPA Administrative Record to include:

- , assemble the EPA-provided records
- , organize, maintain, and duplicate materials (for example, microfiche, microfilm, optical disk or other photo or electronic reproduction)
- , compile documents for the administrative record
- , publicize location of repository in local newspapers
- , coordinate records compilation with state offices and federal facilities
- , organize and compile records for enforcement cases

F. DATA MANAGEMENT SUPPORT

The contractor shall:

1. provide information technology analysis and options
2. provide information technology support, for example web page support
3. provide data input/output services

G. TRAINING

The contractor shall develop and provide training to federal, state, and local response organizations related to the activities described in this statement of work. Training formats shall include:

1. classroom training
2. exercises
3. field training

4. response practice drills and simulations

ATTACHMENT 2

REPORTS OF WORK FOR - START2 REGION VIII

**REPORTS OF WORK
SUPERFUND TECHNICAL ASSESSMENT & RESPONSE TEAM -2 (START-2)**

The Contractor shall furnish copies of routine reports to the designated addressees. Each report shall cite the contract number and identify the U.S. Environmental Protection Agency as the sponsoring agency.

The distribution and summary indicates the format (or media) for submission of Contractor's reports. NOTE: H = Hard Copy (paper) and E = Electronic (floppy disc)

A. MONTHLY FINANCIAL and TECHNICAL PROGRESS REPORT

The Contractor shall furnish a monthly financial report. This report shall include Technical Direction Document number, site name and location (City and State), period of performance, dollars associated with labor, travel, equipment, and other direct costs. The Contractor shall also submit a monthly summary report including current approved budgets, actuals, and variances by current month, cumulative to date, and at completion.

The Contractor shall submit a separate monthly technical progress report for Site Assessment Project only. This report will include technical direction document number, site name, current month costs, estimated costs at completion, LOE spent and LOE budget. A separate section in this monthly report shall also show the field work report schedules.

Monthly reports shall report separately on each contract period of performance

The Contractor shall submit separate monthly financial and technical progress report when specified in a Site Specific TDD(s).

DISTRIBUTION

Deliverable	No. of copies	Due Date	Format	Addressee
Monthly Progress Report	2		H	Project Officers
	1		H	Contracting Officer
Monthly SA Report	1		H	Task Monitor
	2/3		H	EPA SA Managers
	6		H	N. E. States
Site Specific Monthly	1		H	Task Monitor
	1		H	Project Officer

	1		H	Contracting Officer
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B. QUARTERLY REPORT

The Contractor shall submit a Quarterly Site Assessment Report.

DISTRIBUTION

Deliverable	No. of Copies	Due Date	Format	Addressee
SA Quarterly Reports	1		H	Task Monitor
	2/3		H	EPA SA Managers
	6		H	N.E. States

C. MONTHLY MEETINGS

The contractor shall attend monthly meetings in the Denver office of EPA. The START Team Leader shall be the main participant. The anticipated meeting length is 2 hours.

D. SITE RELATED FINANCIAL REPORTS

The Contractor shall provide daily costs within 24 hours of all TDDs where such cost documentation is required by the OSC. Upon request one hard copy shall be submitted to the OSC.

The Contractor shall provide site related financial reports per request of EPA Task Monitors or Project Officers. This report shall be submitted in hard copy to the requestor(s).

F. EQUIPMENT INVENTORY

The Contractor shall submit an equipment inventory as required by the EPA Property Administrator.

ATTACHMENT 3

QUALITY ASSURANCE PROJECT PLAN (TO BE ATTACHED AFTER CONTRACT AWARD)

ATTACHMENT 4

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS SUBCONTRACTING PLAN
(TO BE INSERTED AFTER CONTRACT AWARD)

ATTACHMENT 5

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each

adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an

advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original

and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 6

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON SITE-SPECIFIC COST
(POSTED AS A SEPARTE ATTACHMENT)

ATTACHMENT 7

EQUIPMENT LIST FOR START-2 - REGION VIII (TO BE POSTED AS A SEPARATE ATTACHMENT)

ATTACHMENT 8

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
_____.
(offeror's point-of-contact)

Sincerely,

ATTACHMENT 9

MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLANS

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant

to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund

contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches

related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 10

SITE-SPECIFIC INVOICING REQUIREMENTS



SITE SPECIFIC INVOICING REQUIREMENTS
September 25, 1995 (9:10am)

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for: Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; ie **123R1**, (if it requires more than one reclaim, invoices are to be numbered: 123R2, 123R3 etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", ie **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", ie **146X**. For example:

Voucher	/ Original	/Reclaim	/Indirect cost	/ Audit	
/ purpose	/ voucher	/suspended	/rate	/ adjustments	
		/costs	/adjustments		
Voucher number	123	123R1, 123R2..	117Z	146X	

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (***S/S Attachment***) to the invoice. All invoiced costs are separated into the following categories:

- Sites with an EPA SSID, e.g. "01X3," one line per site should be used; [See description at item 2 page 3].
- All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
- Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site work assignment, one line per work assignment;
- Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve work assignments may submit a separate page for each work assignment [applying the same format] if so directed by the EPA project officer. The contractor shall use the invoice ***s/s attachment*** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause." to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Clause ____ within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the Chief, Superfund Accounting Branch, Financial Management Division at (202)260-9268.

EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: ***Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.*** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column No. Column Title

- 1 **(Optional) Technical Direction Document (TDDs) or Work Assignment Number (WA)** - The full WA number is provided by the applicable EPA contract manager, ie. the Work Assignment Manager. If the contractor is providing a separate page for each WA, the WA number may be placed in the upper left corner. Otherwise the work assignment or TDD numbers must be placed in this column.
- 2 **Region/SSID-** This four-digit code, i.e. **01X3** or **A1X3**, consists of:
 - a. The first digit will always be a **"0" ZERO**. Unless the region exceeds the use of two-digit sites; then the first digit will be an alpha, ie. "A", "B".. Thus the SSID will be **A1X3**;
 - b. The second digit is the regional identifier, i.e. one (1) for Region I, two (2)for Region II etc. and zero (0) for Region X,
 - c. The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID (**see 2.a**).
*Example, if Region I sites **did not exceed** two digits, the Region/SSID will be **01X3**; however, if Region I sites **exceeded** the two digits, the Region/SSID will be **A1X3**.*
- 3 **Action Code** - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the work assignment (WA) or the technical direction document (TDD). However, for FY95 funding and before, the one-digit activity code may be used.
(Note- For FY 1995 and prior, it was called 'activity' code; from FY 1996 and forward, it will be called 'action' code).
- 4 **Operable Unit** - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, i.e. Work Assignment Manager, Project Officer...etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.
- 5 **Site Name or Non-site Description** - The name of the site, up to 28 characters. *When the site name exceeds 28 characters, use the first 28.*
NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.
- 6 **Action Sequence Number** - The three-digit code used to represent the activities performed as given by **"CERCLIS III."** This number will be provided by the WAM/Project Officer as he/she acquires it from **"CERCLIS III"** . This three-digit code is provided via the work assignment (**WA**) or the technical direction document (**TDD**).

The Action Sequence Number will be available sometime during FY 1996.

- 7 **IFMS line Reference** - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO). This three-digit line reference is found on the Invoice Approval Form (2550- 19T) .
- 8 **Invoice Number/Legend** - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine(9) must always be zero "00."
- 9 **Current/Adjustment Amount** - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.
- 10 **Cumulative Charge** - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurring and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

Row Row Title

- 1 ***Previous invoice site corrections; This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.*** Only corrections or adjustments of site costs charged to previous invoices shall be listed in **Row 1**. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.
- 2 ***Sites W/SSID;*** Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, ie WAM, TDD or Project Officer (PO).
- 3 ***Sites W/O SSID;*** Costs associated with Superfund site-specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor

must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)-- **Previous Invoice Site Correction**-- must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.

- 4 **Non-site Superfund;** Superfund non-site-specific costs, along with base and award fees, as described below.

Contract-wide Program Management - Technical and Administrative;

For those contracts requiring separate identification of technical and administrative program management such as ARCS. The respective amounts should be delineated in compliance with instructions provided either by the contract or WA. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the **Superfund Regional Management Branch, Superfund/RCRA Procurement Operations Division, Office of Acquisition Management (OAM)** at (202) 260-9158.

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management-Administrative."

Work Assignment Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site work assignments. The contractor should note that these costs should also be allocated to the sites under each respective work assignment as part of the annual allocation process. For further Guidance on annual allocation, contact the **Superfund Accounting Branch (SAB)** at (202) 260-9268.

Other Non-Site-specific Activities; If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (**Site Name/Non-site description**). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the **Chief, Superfund Accounting Branch** at (202)260-9268.

Base and Award Fees; Base and Award Fees **which are not** site-specific should be listed in this Superfund Non-site Section.

- 5 **Non-superfund;** All non-Superfund costs invoiced should be reported

on the s/s attachment by appropriation such as Oil, RCRA...etc. These costs must be sorted by TDD/WA within each appropriation; as directed by the project officer.

- 6 **Total Invoice Amount;** This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

- Provide one line per site or activity, sorted alpha/numerically and by Region.
- Page Formatting:

Upper Left Corner - Contract Number, Delivery Order Number (if applicable), Invoice Number, and Work Assignment (optional).

Upper Right Corner - Contractor Name and Invoice Period of Performance.

Bottom Left Corner - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner.

Bottom Right Corner - Page number for the attachments, i.e. Page 1 of 7, 2 of 7, ...etc.

EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

CONTRACT # 68W11234
INVOICE # 151
DELIVERY ORDER #
WORK ASSIGNMENT #

CONTRACTOR NAME ABC Company
INVOICE PERIOD OF PERFORMANCE 03/27/93-04/30/93

Sort by Region and by Site

#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
(Optional) TOD or Work Assignment #	Region SSID (4 POS)	Action Code (2 POS)	Operable Unit (2 POS)	Site Name Non-Site Description	Action Sequence # (Jobs)	IFMS Line Reference	Invoice # Legend	Current/ Adjustment Amount	Cumulative Charge
0-053 0-035	01X3 0131	RD RD	001 002	HATHEWAY AND PATT. BAIRD AND MCGUIRE		ADA ADA	123 123	<2,030.00> 2,030.00	----- -----
							SUBTOTAL	-0-	
0-053 0-074	01X3 0131	RD RD	002 001	HATHEWAY AND PATT. BAIRD AND MCGUIRE		AAA AAA		9,343.12 13,425.51	17,193.00 21,425.51
0-014 0-018 0-024	02G2 028E 024T	RD RD RD	002 001 001	UPPER DEERFIELD LF ZSCHUEGBER SITE MONROE BURN SITE		ABA ABA ABA		0.00 75.60 3,076.19	813.00 8,862.51 24,298.39
0-015 0-029 0-032	035Z 03BY 03AT	RD RD RD	001 002 001	EAST 10TH STREET SITE LEHMAN MTBE VIENNA WELDFIELD		ACA ACA ACA		0.00 9,135.26 0.00	10,385.45 25,871.51 592.85
							SUBTOTAL	35,055.68	109,442.22
0-010	01	RA		XYZ POND SITE		AAA		104.49	488.57
	02								
0-007 0-011 0-040	03 03 03	RA RA RA		PD DUMP SITE RAU AREA SITE LKP BURN SITE		ABA ABA ABA		0.00 0.00 8,884.30	0.00 4,693.04 66,202.35
0-039 0-060 0-073	04 04 04	RA RA RA		TIS SITE YUT CLEAN SITE IOU BLANCHURE SITE		ADA ADA ADA		10,782.91 0.00 25,664.95	50,529.91 489.41 25,664.95
							SUBTOTAL	45,436.65	148,068.23

1. PREVIOUS
INVOICE SITE
CORRECTIONS

2. SITES W/
SSID

SUBTOTAL

3. SITES W/O
SSID

SUBTOTAL

INVOICE LEGEND:
123 - ERROR IN CHARGING WORK ASSIGNMENT AND SITE #

(CONTINUATION)

CONTRACT # 68W11234
 INVOICE # 151
 DELIVERY ORDER # _____
 WORK ASSIGNMENT # _____

CONTRACTOR NAME ABC Company
 INVOICE PERIOD OF PERFORMANCE 03/27/93-04/30/93

Sort by Region and by Site

#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
(Optional) TOD or Work Assignment #	Region S&ID# (# FOS)	Action Code (# FOS)	Operable Unit	Site Name Non-Site Description	Action Sequence # (# FOS)	IFMS Line Reference	Invoice # Legend	Current/ Adjustment Amount	Cumulative Charge
0-005 0-013				PROG SUPPORT TRANSITION PROG SUPPORT TRANSITION		ABB ABB		6,972.51 188,788.56	468,482.78 375,421.02
							SUBTOTAL	195,761.07	843,903.80
								276,253.40	1,088,414.25
						ADD		1,541.43	15,093.83
							TOTAL	277,794.83	

INVOICE LEGEND:

4. NON-SITE
SUPERFUND

- A) CONTRACT-WIDE
PROGRAM MANAGEMENT:
 - MOBILIZATION (RACs)
 - TECHNICAL
 - ADMINISTRATIVE
 - EQUIPMENT (RACs)
 - C. CLOSEOUT (RACs)
 B) WA PROJECT SUPPORT

C) OTHER NON-SITE SPECIFIC
ACTIVITIES:

- SITE SUPPORT
 - PROGRAM-WIDE

D) BASE FEE

E) AWARD FEE

SUBTOTAL

Total Superfund

5. NON-
SUPERFUND

6. TOTAL
INVOICE
AMOUNT

ATTACHMENT 11

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE		
Project Tracking Number:		
1. Name of Reference	2. Date contacted:	3. Phone No:
4. Was the client satisfied with the quality of deliverables and work performed?		RATING: =
5. Were the deliverables and work performed in accordance with the times specified in the reports of work and work assignments or other tasking documents?		RATING: =
6. Were the costs incurred during contract performance in line with the costs proposed in the contract cost proposal and individual work assignment plans or other plans?		RATING: =
7. Was the client satisfied with the firm's responsiveness in resolving issues or problems that occurred during performance?		RATING: =
8. Did the client conduct business in a professional manner?		RATING: =
9. Were the required response times met in the performance of emergency and quick turnaround work?		RATING: =
10. Did the client deliver the quality proposed within the price proposed?		RATING: =
11. Would client hire the firm to perform this or a similar project in the future?		RATING: =
RATING: 5 = EXCELLENT; 4 = EXCEEDS; 3 = ADEQUATE; 2 = INADEQUATE; 1 = POOR		
Name of Evaluator:		

ATTACHMENT 12

REGION VIII START-2 ANNUAL TASK MATRIX

ATTACHMENT 13

SCENARIOS I & II

SCENARIO I

Removal Assessment

Support the OSC in performing a removal assessment of the Dixon City asbestos site: The site is the location of a vermiculite mine and associated processing facilities all of which closed down in 1990. The vermiculite ore body was contaminated with high concentration veins of tremolite-actinolite asbestos. Concerns about wide-spread community contamination have been raised due to the increased incidence of asbestosis, and asbestos related lung cancers in community residents, including in several individuals who never worked at the mine or its processing facilities.

Operations at the mine were fairly simple. The ore was strip mined using conventional equipment and then processed in an on-site dry mill to remove waste rock and overburden. The processed ore was trucked down six mile long Drury Creek Road to a screening plant, which separated the milled ore into five size ranges for use in various products. From there, the material was shipped across the country, predominantly by rail, for either direct inclusion in products, or for expansion (also known as exfoliation). Expansion was accomplished by heating the ore in a dry kiln to approximately 2000 °F, which boiled the water trapped in the crystalline matrix of the vermiculite, thus expanding the material by a factor of 10 to 15 fold. In Dixon, operations handling this material occurred at four main locations: the Mine and Mill located on Drury Creek Road (approximately 6 miles as the crow flies from downtown Dixon); the Screening Plant and Railroad Loading Station located next to the Pinnacle River at the intersection of Drury Creek Road and Highway 12 (five highway miles from Downtown Dixon); the Expansion/Export Plant located off Highway 12 where it crosses the Pinnacle River (at the northern edge of downtown Dixon, adjacent to a City park); and an Expansion/Export Plant located at the end of Lincoln Road, near 5th Street (in downtown Dixon). Residents reported that during operations, a large quantity of dust was generated and released from all of these facilities.

The vermiculite from the mine was used in a variety of insulation products and construction materials, as a carrier for fertilizer and other agricultural chemicals, and as a soil conditioner. Approximately 80% of the homes in Dixon have vermiculite based insulation in their homes and 50% used it as soil conditioner. There are approximately 5,000 residents in Dixon.

The mine and mill were closed in 1990. A large tailings pile containing up to 40% asbestos was left on-site. Reclamation consisted of regrading and re-vegetation. There are erosion gullies over a significant portion of the tailings pile and vegetation has not taken hold. The pile drains into Drury Creek, a favorite fishing spot for locals.

There are several pending lawsuits for asbestos related illnesses against the former mine owner and operator. Additionally, there is a bill pending in the U.S. congress to limit asbestos related liability law suits. There is intense community and media interest in EPA's activities at the site. There are several large new housing developments planned for areas adjacent to the former mill and the former railroad loading station.

SCENARIO II
Combined Assessment (Preliminary Assessment and Site Inspection)

Perform a Combined Assessment (PA and SI assigned concurrently) of the fictitious Denver Dip Vat site in Colorado:
The site is located at 700 S. Glencoe. Various pesticides, including Toxaphene, were used to dip livestock during a scabies epidemic in the 1970s. The site was used before that to treat wood using all methods of preservation. Use existing information about receptors and other environmental conditions in the area near the site for this evaluation.

Describe: Management time-line, approach, information available for the PA, pathways for SI, scope.

Budget: 500 LOE and \$50,000. May justify and negotiate if approach requires more.

Schedule: Full investigation and report must be complete in 6 months.

ATTACHMENT 14

REGION VIII - AWARD FEE PLAN

**AWARD FEE PLAN
SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START-2)
REGION VIII**

1. OBJECTIVE

The objective of the award fee is to provide an incentive for the START Contractor to provide high quality performance, and effective and efficient management of the contract. The objective of the award fee plan is to establish the criteria under which the contractor will be evaluated for award fee and to set forth the methodology by which the Contractor will be evaluated.

2. BASE AND AWARD FEE

Under this Cost Plus Award Fee contract, the Contractor's fee is available in two separate pools, base fee and award fee. The negotiated amounts for the base and award fee pools are shown in Contract Clause B.9, entitled LIMITATION OF FUNDS--COST-PLUS-AWARD-FEE CONTRACT.

The base fee is a fixed amount of \$_____ which is ____% of the negotiated base fee of the total estimated contract costs and shall be paid on the basis of level-of-effort performed during each invoicing period.

Contract Clause B.6, entitled AWARD FEE, provides the Contractor an opportunity to earn an additional award fee commensurate with the achievement of optimum performance in pursuit of contractual objectives and goals. The Contractor may earn, in whole or in part, an award fee of \$_____ which is _____% of the negotiated costs and is based on its performance under the contract. Using the criteria contained in this Award Fee Plan, the Contractor's performance will be evaluated on the degree of excellence with which the Contractor has provided the required personnel, services equipment, and materials in support of the Statement of Work.

3. EVALUATION PERIODS AND ALLOCATION OF AWARD FEE

Evaluations and allocation of award fee will be conducted for each six month period, beginning on the effective date of the contract. The scheduled evaluation periods are shown as follows:

Evaluation Periods

- | | |
|----|-----|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

The amount of the award fee available in any evaluation period is determined by applying the ratio of total award fee pool for the contract to the total technical labor hours to be furnished under the contract and multiplying this by the hours delivered. Stated as a formula, the award fee is computed as follows:

$$\frac{\text{Total Award Fee Pool}}{\text{TOTAL LOE HOURS}} \times \frac{\text{LOE hours delivered}}{\text{during performance period}} = \text{Award Fee Pool available for period}$$

4. **EVALUATION CRITERIA**

The performance of each START team will be evaluated individually on projects, tasks and activities performed by the Contractor during the evaluation period. Evaluations and scoring will be based on the following criteria:

CRITERIA No.1: Correct Action Plan: (i.e., Work Plans/Sampling Analysis Plans, Engineering Designs, Sampling, investigations, onsite analytical, oversight, and assessment)

Outstanding: All elements required by Regional QAPP, Agency guidance or criteria identified in the Technical Direction Document (TDD) are addressed adequately in the plans produced by the START and require no revision based on deficiencies identified by EPA. When appropriate, the contractor identifies, for projects where applicable, innovative technology applications or procedural innovations that substantially improve performance. The contractor anticipates and independently initiates communication with EPA task monitor regarding potential enhancements or problems for the project such as with scheduling, resource conflicts, technical work products and offers viable solutions.

Exceeds: All elements required by the QAPP, agency guidance or identified criteria are addressed with minor revisions by EPA to clarify elements substantively addressed by the START. The contractor anticipates and independently identifies and communicates with the EPA task monitor action items that are valuable improvements to the project, or other matters that may impact the outcome of project tasks.

Satisfactory: All elements required by the QAPP, agency guidance or identified criteria are addressed with minor revisions by EPA to address technical elements of plans. Routinely communicates written and verbal progress and problem areas to the EPA task monitor.

Deficient: One or more elements are not addressed, but the contractor corrects omission identified by EPA without EPA technical direction.

Unacceptable: One or more elements are not addressed and requires significant EPA technical direction to ensure required plans are technically acceptable.

CRITERIA No.2: Execution of Action Plan which was approved by the Task Monitor: (ie., Work Plans/Sampling Analysis Plans, Engineering Designs, Sampling, investigations, onsite analytical, oversight)

Outstanding: All activities called for in relevant plans are completed, technical procedures were followed without error; necessary modifications to procedures were made without EPA direction without impacting project objectives, and innovative applications were successfully utilized. The contractor chooses state of the art specialized equipment and provides it in a timely manner that proves essential to the response actions.

Exceeds: All activities called for in the relevant plans are completed and technical procedures were followed without error or omissions. Equipment needs are anticipated such that all appropriate state of the art equipment is present at the job sites and calibrated and in proper working order.

Satisfactory: All activities called for in the relevant plans are completed and technical procedures were followed with minor errors that were correctable during field operations. EPA technical direction was required only to address minor aspects of the work. Ensures equipment is calibrated and available for use as requested for projects. State of the art equipment necessary for response tasks are available as needed within the defined response times in the contract.

Deficient: All activities called for in the relevant plans are completed and technical procedures were followed with errors or omissions resulting in additional work being performed or a return to the field. Equipment is not maintained such that it is readily available for deployment and use in the field.

Unacceptable: All activities were not completed as called for in the plans and/or substantial errors required that work be redone to accomplish project objectives. Or, errors were not identified by the contractor in a timely manner. Outdated equipment is routinely relied upon, or equipment calibration or maintenance are not performed to ensure readiness.

CRITERIA No.3: Quality of Deliverables: (Sampling Activities Reports, Pollution Reports, Data Validation, other written documents)

Outstanding: In addition to all technical information required from the plans and obtained during the investigations being accurately presented in the appropriate report, the evaluation of the data is exceptional and identifies something not otherwise obvious. No revisions are required by EPA.. Management ensures that quality assurance and control measures are fully addressed as per QA/R-2, and supporting documentation is available to backup findings in written final reports without delays to the project. Figures and tables are accurate and provide an enhanced understanding of the findings presented in the report. Written material is accurate, concise and technically correct. Data is evaluated against appropriate regulatory, health based or other standards and presented clearly in tabular form and explained where necessary.

Exceeds: All technical information required from the plans and obtained during investigations is presented in the appropriate report and is accurate. No revisions are required by EPA. Management ensures that quality assurance and control measures are fully addressed as per QA/R-2, and supporting documentation is available to backup findings in written final reports. Figures and tables are accurate and provide an enhanced understanding of the findings presented in the report.

Satisfactory: All technical information required from the plans and obtained during investigations is presented in the appropriate report and is accurate. Minor revisions are required by EPA to address incomplete discussions or explanations of technical issues, but decision-making is not delayed. Quality assurance and control measures are fully addressed as per QA/R-2, and supporting documentation is available to backup findings in written final reports. Figures and tables are accurate.

Deficient: Technical information required by the plans and obtained during field investigations is presented incompletely and/or data are missing or significant revisions are required by EPA. Management failed to ensure the required QA/QC was fully achieved or addressed or figures and tables are incomplete.

Unacceptable: The contractor fails to address all technical information required in the plans or obtained during field investigations. Errors are made in the analysis and must be identified by EPA. Significant revisions are required before EPA can use the information for decision making. Management fails to ensure that critical QA/QC provisions are addressed or complied with or figures and tables are incomplete or not included.

CRITERIA No.4: **Schedule:**

Outstanding: All field activities are completed at least 3 days earlier than the required schedule identified in the TDD or action plan and all resulting deliverables are provided Satisfactorily to EPA earlier than required including all data validation being completed. Other deliverables such as plans are submitted early allowing EPA time to comment and necessary revisions before field operations begin. Response times during Emergency Responses are less than contract requirements by more than 25%.

The contractor meets project schedules in the event of major project priority conflicts introduced by EPA. (NOTE this and the following are intended to address the issue we discussed of the sacrificing one project for another. The reality we all do this so it seemed reasonable to reward successfully dealing with it rather than punish for inability to deal with it.)

Exceeds: All field activities are completed within the required schedule and all resulting deliverables are completed Satisfactorily within the required schedule including all data validation. Other deliverables such as plans are submitted early allowing EPA time to comment and necessary revisions before field operations begin. Response times during Emergency Response are less than that required in the contract or meets the contract requirements during poor weather conditions.

The contractor is within one week of the agreed schedule for a project in the event of major project priority conflicts introduced by EPA.

Satisfactory: All field activities are completed within 3 days of the required schedule and all resulting deliverables are completed Satisfactorily within the one week of the required schedule including all data validation. Other deliverables such as plans are submitted just prior to field operations allowing EPA to review the plans and advise START of necessary revisions before field operations begin. (Note: ER excepted) Response times as required in the contract are met.

The contractor is within 2 weeks of the agreed project schedule in the event of major project priority conflicts introduced by EPA.

Deficient: All field activities are completed more than one week past the required schedule and all resulting deliverables are completed Satisfactorily and delivered more than ten calendar days past the required schedule including all data validation. Other deliverables such as plans are submitted later than required, before field operations commence, but allowing EPA no time to comment before field operations begin, and necessary revisions are made after field operations are completed. Response time is exceeded by more than 25% as required in the contract.

Unacceptable: All field activities are completed more than two weeks past the required schedule and all resulting deliverables are completed Satisfactorily and delivered more than 21 days past the required schedule including all data validation. Other deliverables such as plans are submitted later than required, at the time field operations are being started and allowing EPA no time to comment before field operations, and necessary revisions are made after field operations are completed. Management has failed to ensure timeliness of deliverables to allow proper review for QA/QC. Response time is exceed by more than 100% as required in the contract.

CRITERIA No.5: Cost

Outstanding: Using an approved Work Plan or currently revised TDDs in each case: Cost savings of approximately 10% or more are achieved by innovative action on the part of the contractor which does not in any way diminish the quality of the expected result.

Exceeds: Cost savings of approximately 5 to 10% as above.

Satisfactory: Contractor maintains cost control within an approximate range of + or - 5% while producing an acceptable result.

Deficient: Greater than 5% overrun without specific concurrence or direction from the Task Monitor.

Unacceptable: Greater than a 20% overrun without specific concurrence or direction from the Task Monitor.

Notes:

a) Regarding travel, the contractor is expected to get the most cost effective fares possible and therefore, should not be an award fee issue.

b) For emergency response, the level of accuracy of these estimates may vary widely due to the unknown nature of the specific field conditions.

CRITERIA No.6: Management

Outstanding: Contractor identifies staffing problems or conflicts early on and alerts EPA immediately. START leader demonstrates creativity, initiative and excellent performance in supervising START members. Contractor personnel are efficiently recruited, appropriately staffed and appropriately trained to meet Agency needs. Subcontractors and outside consultants for special projects (e.g. lead time minimization and quality) are obtained with ease on a regular basis, as well as when needed immediately. Contractor consistently obtains state of the art equipment, maintains equipment and accounting records. Contractor makes every effort to meet unexpected deadlines proposed by EPA. Contractor is responsive to Agency needs for overall contract assignments and is always available, prepared and ready to mobilize resources.

Exceeds: Contractor takes initiative to appropriately staff, recruit and train personnel to accommodate needed expertise. Contractor is responsive to Agency needs and is available, prepared and ready to mobilize resources with little or no warning. On a daily basis, Contractor communicates with Agency personnel to ensure effective coordination of projects and deadlines. START leader is effective in supervision of START members and is strong in giving direction. Contractor can obtain subcontractors and outside consultants for special projects (e.g. lead time minimization and quality) with ease when necessary. On a regular basis, Contractor displays initiative and innovation in maintenance of equipment, accounting records, and in minimizing travel costs etc.

Satisfactory: Contractor is available, prepared, and effectively mobilizes resources. Contractor regularly communicates with Agency personnel in an effective manner. Contractor adequately staffs, recruits and trains personnel. START Leader's supervision/direction of START members and ability to obtain subcontractors and outside consultants for special projects (e.g. , lead time minimization and quality) is adequate. Contractor adequately retains equipment representative of current modern technology, maintains equipment and accounting records. Contractor adequately implements QA/QC measures.

Deficient: START Leader's supervision of START members is inadequate. Contractor has difficulty obtaining subcontractors and outside consultants for special projects (e.g., lead time minimization and quality) Contractor poorly maintains equipment and accounting records.

Unacceptable: Communication between Agency and Contractor is minimal and ineffective. Contractor cannot obtain subcontractors and outside consultants for special projects. Contractor makes no effort to maintain equipment and accounting records.

1. **EVALUATION PROCESS**

A. **Documentation**

EPA Task Monitors shall submit Performance Observation Reports (PORs) for Technical Direction Documents to be evaluated during the performance period. Each report will be supported by sufficient information to provide the reader with a clear understanding of the significance of the observation, as related to the evaluation criteria, and its impact on performance. The Contractor may submit an overview POR, limited to three (3) pages, to the Project Officer which explains performance highlights and problems during the evaluation period, and is due five (5) days following the end of an evaluation period.

B. **Performance Evaluation Board (PEB)**

The PEB must meet within 60 calendar days after the end of each evaluation period. The PEB will conduct a comprehensive evaluation, considering not only the numeric scores on the PORs, but the written documentation in support of those scores, and other relevant information. The five adjectival ratings shown below shall be used for the PEB scoring:

- “5.0” - Outstanding
- “4.0” - Exceeds Expectation
- “3.0” - Satisfactory
- “2.0” - Marginal
- “1.0” - Unsatisfactory

Using the numeric range identified in the following START Performance Spectrum, the PEB then assigns a consensus score for each primary criteria and an award fee percentage which will be recommended to the Fee Determining Official (FDO). There shall be NO award fee recommended/earned for satisfactory or less than satisfactory performance. A score of “1”, “2”, or “3” will receive NO award fee.

START PERFORMANCE SPECTRUM

Adjectival Rating	1	2	3	4	5
Numerical Rating	0	1-39	40-59	60-79	80-100
Award Fee Percentage	0%	0%	0%		

C. **Award Fee Recommendation**

The PEB will submit their award fee recommendation to the FDO. Following review by the FDO, an award fee notification letter and contract modification will be sent to the START Contractor, who will then be authorized to submit a voucher for payment of the award fee, if any. The FDO will determine the final award fee amount.

2. **REVISIONS TO THE AWARD FEE PLAN**

The Government has the unilateral right to modify the award fee plan, provided the contractor is notified of the change prior to the start of the next evaluation period.